

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF MEETING
OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF DAVID CITY, NEBRASKA**

The undersigned members of the governing body of the City of David City, Nebraska, hereby acknowledge receipt of advance notice of a regular meeting of said body and the agenda for such meeting to be held at 7:00 o'clock p.m. on the **8th day of February, 2017**, in the meeting room of the City Office, 557 N 4th Street, David City, Nebraska.

This agenda is available for public inspection in the office of the City Clerk and may be modified up to twenty-four hours prior to the opening of the meeting.

Dated this 1st day of February, 2017.

AGENDA AS FOLLOWS:

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| 1. Roll Call; | |
| 2. Pledge of Allegiance; | |
| 3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules; | |
| 4. Minutes of the January 11 th , 2017 meetings of the Mayor and City Council; | |
| 5. Consideration of Claims; | |
| 6. Committee and Officer Reports;
Certificate of Appreciation to Bill Buntgen; | |
| 7. Consideration of Resolution No. 3 – 2017 evidencing the City Council has authorized the Mayor to sign Municipality Program Agreement No. XL1645 between the State of Nebraska/Department of Roads and the City concerning the reconstruction of a
portion of N-15; | 10. Consideration of a Real Estate Lease between the City and the David City Golf Club, Inc.; |
| 8. Consideration of entering into an agreement with Butler County concerning the Downtown Renovation Project; | <hr style="width: 100%; border: 0.5px solid black;"/>
Mayor Alan Zavodny |
| 9. Updates by Eric Johnson of Kirkham Michael concerning Airport Capital Improvement Projects; Hangar project update; and the upcoming runway project consisting of crack repair and slurry seal on Runway 14/32, taxiway, and apron; | <hr style="width: 100%; border: 0.5px solid black;"/>
Council President Gary D. Smith |
| | <hr style="width: 100%; border: 0.5px solid black;"/>
Council member Thomas J. Kobus |
| | <hr style="width: 100%; border: 0.5px solid black;"/>
Council member Dana E. Trowbridge |
| | <hr style="width: 100%; border: 0.5px solid black;"/>
Council member Kevin N. Hotovy |
| | <hr style="width: 100%; border: 0.5px solid black;"/>
Council member Patrick J. Meysenburg |
| | <hr style="width: 100%; border: 0.5px solid black;"/>
Council member John P. Vandenberg |
| | <hr style="width: 100%; border: 0.5px solid black;"/>
City Clerk Joan E. Kovar |

11. Public Hearing to consider amending Zoning Ordinance No. 1060, Article 5 Zoning Districts, Section 5.15 FS Flexible Space Mixed Use District by changing Section 5.15.06 Height and Lot Requirements, Permitted Conditional Uses Lot Area (SF) from 10,000 SF
to 8,500 SF for the Minimum lot size;
12. Public Hearing to consider amending Zoning Ordinance No. 1060, Article 8 Supplemental Regulations, Section 8.07 Self Storage Units / Convenience Storage Units, by changing Section 8.07.01 "Minimum lot size of the Self-Storage facility shall be two acres" to
"Minimum lot size of the Self-Storage facility shall be 8,500 square feet";
13. Public Hearing to consider amending the Land Use Plan Map by:
changing the zoning classification from I – Industrial and/or C – Commercial to FS – Flex Space for the following real estate: all of Lots 9, 10, 11, and 12, and the W 84' of Lot 8, Block 31, Original Town of David City, and changing the zoning classification from C – Commercial to FS – Flex Space for the following real estate: Lots 19 – 21, Block 32, Original Town of David City;
14. Public Hearing to consider amending the Official Zoning Map by changing the zoning classification from I-1 Industrial and/or C-2 Downtown Commercial to FS – Flex Space Mixed Use District for the following real estate: All of Lots 9, 10, 11, and 12, and the W 84' of Lot 8, Block 31, Original Town of David City;
15. Public Hearing to consider amending the Official Zoning Map by changing the zoning classification from C-2 Downtown Commercial to FS – Flex Space Mixed Use District for the following real estate: Lots 19 – 21, Block 32, Original Town of David City;
16. Consideration of Ordinance No. 1259 amending Zoning Ordinance No. 1060 by amending Section 5.15 Flexible Space by changing Section 5.15.06 Permitted Conditional Uses, Stating the minimum lot size shall be 8,500 SF; amending Section 8.07 Self Storage Units/Convenience Storage Units by changing 8.07.01 to: minimum lot size of the self-storage facility shall be 8,500 square feet; to provide for the repeal of any ordinance or resolution in conflict therewith; to provide for an effective date thereof; and to authorize publication in pamphlet form;
17. Consideration of Ordinance No. 1260 amending the Future Land Use Map by changing the zoning classification of real estate described from C-Commercial and I-Industrial to FS – Flex Space for the following real estate: All of Lots 9, 10, 11, and 12, and the W 84' of Lot 8, Block 31, Original Town of David City, and changing the zoning classification from C-Commercial to FS- Flex Space for the following real estate: Lots 19 – 21, Block 32, Original Town of David City, and providing for publication in pamphlet form;

18. Consideration of Ordinance No. 1261 amending the Official Zoning Map by changing the zoning classification of real estate described from C-Commercial and I-Industrial to FS – Flex Space for the following real estate: All of Lots 9, 10, 11, and 12, and the W 84' of Lot 8, Block 31, Original Town of David City, and changing the zoning classification from C-Commercial to FS- Flex Space for the following real estate: Lots 19 – 21, Block 32, Original Town of David City, and providing for publication in pamphlet form;
19. Consideration of Resolution No. 7 – 2017 concerning the property located at 595 C Street in which the property owner was given until January 26, 2017 to abate the nuisance(s) and get the property in compliance with City Codes;
20. Consideration of Resolution No. 8 – 2017 concerning the property located at 715 North 4th Street in which the property owner was given until January 26, 2017 to abate the nuisance(s) and get the property in compliance with City Codes;
21. Consideration of Resolution No. 9 – 2017 concerning the property located at 980 O Street in which the property owner was given until January 26, 2017 to abate the nuisance(s) and get the property in compliance with City Codes;
22. Consideration of Resolution No. 10 – 2017 concerning the property located at 433 East Nebraska Street in which the property owner was given until January 26, 2017 to abate the nuisance(s) and get the property in compliance with City Codes;
23. Consideration of accepting the Keno Audit for fiscal year ended September 30, 2016;
24. Consideration of the application by Ka-Boomer's Enterprises, Inc. to sell permissible fireworks at 1510 4th Street;
25. Consideration of trading in the old salt spreader box for a new salt spreader box for a difference of \$3,100 (in the Street budget);
26. Adjourn.

CITY COUNCIL PROCEEDINGS

February 8, 2017

The City Council of the City of David City, Nebraska, met in open public session in the meeting room of the City Office, 557 North 4th Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on February 2nd, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection during regular office hours. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Alan Zavodny, Council President Gary Smith, and Council members John Vandenberg, Thomas Kobus, Kevin Hotovy, Dana Trowbridge, and Patrick Meysenburg, City Attorney Jim Egr, and City Clerk Joan Kovar.

Also present for the meeting were: Eric Johnson of Kirkham Michael, Sheriff Marcus Siebken, Jared Storm of Hershey Flying Service, Planning Commission Members Jim Vandenberg and Janis Cameron, Sharon Smith and son Adam Smith, Banner Press Editor Larry Peirce, Wayne & Joyce Lukert, Joan Prescott, Amy Lukert, Steve Smith representing the Library Board, Jim Angell, Scott Steager, Scout Leaders Don Polacek and Ray Kobza and several Boy Scouts, Park Supervisor Bill Buntgen, Sewer Supervisor Kevin Betzen, Water Employee Matt Fleming, and Street Supervisor Rodney Rech.

The meeting opened with the Pledge of Allegiance.

Mayor Zavodny informed the public of the "Open Meetings Act" posted on the east wall of the meeting room and asked those present to please silence their cell phones.

The minutes of the January 11th, 2017 meeting of the Mayor and City Council were approved upon a motion by Council member Vandenberg and seconded by Council member Kobus. Voting AYE: Council members Meysenburg, Smith, Hotovy, Trowbridge, Kobus, and Vandenberg. Voting NAY: None. The motion carried.

Mayor Zavodny asked for consideration of claims. Council member Kobus made a motion to authorize the payment of claims and Council member Smith seconded the motion. Mayor Zavodny stated it was moved and seconded and asked for any further discussion.

Council member Trowbridge, who serves on the Finance Committee, suggested that we 1) check on an alternate, less expensive landline as Windstream seems very costly; 2) questioned how much the utility accounts were actually subsidizing the city accounts; and 3) stated that it was mentioned last month that overtime was becoming an issue and that overtime had actually increased this month although it was stated that all overtime was to be preapproved.

Voting AYE on the motion to approve the claims: Council members Vandenberg, Meysenburg, Smith, Hotovy, Trowbridge, and Kobus. Voting NAY: None. The motion carried.

Mayor Zavodny asked for any comments or questions concerning the Committee and Officer Reports, and presented a Certificate of Appreciation to Park Supervisor Bill Buntgen that stated: "In grateful acknowledgement of five years of faithful and efficient service to this community".

Council member Kobus made a motion to accept the committee and officers reports as presented. Council member Trowbridge seconded the motion. Voting AYE: Council members Hotovy, Smith, Vandenberg, Meysenburg, Kobus, and Trowbridge. Voting NAY: None. The motion carried.

Council member Kobus introduced Resolution No. 3 – 2017 concerning the Municipality Program Agreement No. XL1645 between the State of Nebraska / Department of Roads and the City concerning the reconstruction of a portion of N-15. Council member Smith seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Trowbridge, Hotovy, Smith, and Kobus. Voting NAY: None. The motion carried and Resolution No. 3 - 2017 was passed and adopted as follows:

RESOLUTION NO. 3 – 2017

RESOLUTION AUTHORIZING THE MAYOR OF DAVID CITY, NEBRASKA TO EXECUTE ON BEHALF OF THE CITY OF DAVID CITY, NEBRASKA MUNICIPAL PROGRAM AGREEMENT PROJECT NO. S-15-2 (1029) CONTROL NO. 13365

WHEREAS, the State of Nebraska Department of Roads (State) and the City of David City, Nebraska, a Nebraska Municipal Corporation (Municipality) desires to enter into a Municipality Program Agreement for Project No. S-15-2 (1029) Control No. 13365; and,

WHEREAS, The City of David City, Nebraska, has determined it is in the best interests of the City to enter into said Municipality Program Agreement; and

WHEREAS, the Mayor of the City of David City, Nebraska needs to be given the authority to execute the said Municipality Program Agreement on behalf of the City.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA that the Mayor of David City, Nebraska is hereby authorized to execute on behalf of the City of David City, Nebraska the Municipality Program Agreement with the State of Nebraska Department of Road Project No. S-15-2 (1029) Control No. 13365.

PASSED AND APPROVED this 8th day of February, 2017.

CITY OF DAVID CITY, NEBRASKA

By _____
Mayor Alan Zavodny

ATTEST:

City Clerk Joan Kovar
NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF ROADS

EXHIBIT "B"

AGREEMENT NO. XL1645

MUNICIPALITY PROGRAM AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF ROADS
CITY OF DAVID CITY
PROJECT NO. S-15-2(1029)
CONTROL NO. 13365
IN DAVID CITY

THIS AGREEMENT entered into between the State of Nebraska Department of Roads ("State"), and the City of David City, a municipal corporation of the State of Nebraska ("Municipality"), collectively referred to as the "Parties".

WITNESSETH,

WHEREAS, State has jurisdictional responsibility for the design construction, reconstruction, operation and maintenance of Nebraska State Highway 15, herein after "N-15", of which part is located within Municipality as shown on Exhibit "A", Location Map, attached; and,

WHEREAS, Municipality has indicated a desire to improve the roadway system and utilities within Municipality, including a portion of N-15, as described in Section 2 of this Agreement; and,

WHEREAS, Municipality's proposed improvements consist of reconstruction of streets, parking areas, storm sewer, water, sanitary sewer, lighting, and other utilities within Municipality, which includes the reconstruction of a portion of N-15; and,

WHEREAS, State has agreed to reimburse Municipality for a portion of the cost of the reconstruction of N-15; and,

WHEREAS, The Parties desire to enter into an agreement to set out the duties and responsibilities of the parties as they pertain to improvements on and near N-15; and,

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by Resolution 3 – 2017 of the City Council, as shown on Exhibit "B"; and

WHEREAS, the Parties understand that this Agreement will be posted to a publically accessible database of State agreements pursuant to the requirements Neb.Rev.Stat. § 84-602.02.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 *Effective Date*** - This Agreement is effective immediately on the date it is fully executed by the Parties. The Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "B" and incorporated herein by this reference.
- 1.2 *Renewal, Extension or Amendment*** - This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 *Duration*** - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.
- 1.5 *Termination*** - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK

The Parties agree Municipality will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. Generally the improvements to be constructed with this project include the following: Municipality's project within the corporate limits will consist of reconstructing several blocks of municipal streets in the vicinity of N-15 and "D" street, including the reconstruction of a state highway N-15, including the re-striping of N-15 into a three-lane roadway. Improvements will also be made to utilities in the same areas, including public and private utilities adjacent to and crossing N-15.

SECTION 3.

The Parties Agree:

- 3.1 To cooperate to design, construct, maintain and operate the improvements to N-15 shown in Exhibit "A", attached and incorporated by this reference, and as detailed in this Agreement.
- 3.2 To share in the cost of these improvements as described in Section 5.2 of this Agreement.
- 3.3 That the work contemplated under this Agreement will be let to contract using a competitive bidding process in compliance with Neb. Rev. Stat. §39-1348 through §39-1354. Contractor's bid shall only be considered if contractor is on the State's list of pre-qualified bidders, and has provided: 1) evidence of having insurance coverage meeting the requirements of Exhibit "C", and 2) evidence of having a contract bond meeting the requirements of Exhibit "D". Exhibits "C" and Exhibit "D" are attached and made a part of this Agreement by this reference.
- 3.4 That the work contemplated under this Agreement will be completed by Municipality and that the State has a right, but not a duty, to inspect the completed work or phases of the work located on the State right-of-way. A decision on the part of State not to inspect the work throughout the course of construction does not relieve Municipality of the responsibility to complete the work in accordance with the approved plans and specifications.
- 3.5 That the professional roadway design services for work to be constructed on the State right-of-way under this Agreement shall be performed by a Professional Civil Engineer registered to practice in the State of Nebraska. The review and approval by State of the plans and specifications and the issuing of a permit to build N-15 does not constitute a waiver of liability.
- 3.6 That the professional construction engineering services for work constructed on the State right-of-way under this Agreement will be conducted by a Professional Civil Engineer registered to practice in the State of Nebraska. The review by State of the construction does not constitute a waiver of liability.
- 3.7 The State will rely on the professional performance and ability of the Municipality or its Design or Construction Engineering Professional. Examination by the State, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product which would relieve the Municipality or its Design or Construction Engineering Professional from any liability or expense that would be connected with the

Municipality's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Municipality or its Design or Construction Engineering Professional pursuant to this Agreement. Further, acceptance or approval of any of the work by the State or of payment, partial or final, will not constitute a waiver of any rights of the State to recover from the Municipality damages that are caused by the Municipality or its Design or Construction Engineering Professional due to error, omission, or negligence of any Consultant in its work. Furthermore, if due to error, omission, or negligence of the Municipality or its Design or Construction Engineering Professional, the plans, specifications, and estimates are found to be in error, or there are omissions therein revealed during the construction of the project, and revision or reworking of the plans is necessary, the Municipality or its Design or Construction Engineering Professional shall make such revisions without expense to the State. The Municipality or its Design or Construction Engineering Professional's legal liability for all damages incurred by the State caused by error, omission, or negligent acts of the Municipality or its Design or Construction Engineering Professional will be borne by the Municipality without liability or expense to the State.

- 3.8 That the responsibility for traffic signal work and maintenance shall be in accordance with the following:
- a. Ownership: The project traffic signal system is the property of the State
 - b. Electrical Energy: Municipality shall, without any cost to State, pay all costs of electrical power required to properly operate the traffic signal system.
 - c. Repair and Maintenance Responsibilities: Municipality shall be responsible for the inspection, maintenance, and repair of the entire traffic signal system with the exception of the equipment within the controller cabinet which State agrees to maintain at its cost and at no cost to Municipality.
 - d. Right to Recoup Costs: Municipality shall be responsible for collecting from the responsible party all of Municipality's costs for repairing damage to the traffic signal system.
 - e. Specifications and Standards: Municipality agrees that repair or replacement parts furnished by Municipality in the maintenance or repair of the traffic signal system shall comply with State specifications and standards.
 - f. Modifications: Municipality shall not make, or allow to be made, modifications to the traffic signal system without the written consent of State.
 - g. State shall have sole authority to determine and control the cycle length, the interval length, sequence, and the hours and manner of the signal operation.
- 3.9 That estimated costs of the improvements contemplated under this Agreement to be reimbursed by State are shown in Exhibit "E" attached and made a part of this Agreement by this reference.
- a. State's reimbursement to Municipality shall be based on the final measured quantities and unit prices bid for the items State has agreed to participate in as shown on Exhibit "E" attached to this Agreement. State's reimbursement to Municipality under this Agreement will not exceed \$1,600,000.00.
 - b. The actual cost of the project is likely to exceed State's contribution; and Municipality agrees to be responsible for all costs in excess of \$1,600,000.00. However, if Municipality awards a bid for the work that is less than \$1,600,000.00, then the State will reimburse the Municipality for the actual bid amount. If the awarded bid is less than \$1,600,000.00, State will reimburse the Municipality for the cost of any change orders that the State determines are necessary to complete the construction as originally contemplated, up to but not to exceed \$1,600,000.00.

SECTION 4.

Municipality agrees:

- 4.1 To design or caused to be designed the modifications to N-15 made necessary by the improvements at Municipality's cost.
- 4.2 To complete the construction on N-15 no later than October 15, 2017, including striping of the highway.
- 4.3 To manage the detour for construction of N-15, including traffic control, within the Municipality's street network.
- 4.5 To present to State for review and approval, an Application to Occupy Right of Way, complete with plans and specifications for the aforementioned modifications to N-15, sealed and signed by a Registered Professional Engineer licensed to practice in the State of Nebraska. These plans shall include temporary and permanent traffic control.
- 4.6
 1. To contact the State's Highway District Engineer's office at the specific milestones in the construction, as detailed below, to allow the State, if State so chooses, to inspect the completed work and the preparation for the next phase of construction:
 - a. Forty-eight hours prior to commencing work for the purpose of coordinating the work and establishing contact information.
 - b. Immediately following the installation of the traffic control devices and prior to commencing construction activities to allow for review of the installation of the traffic control devices.
 - c. After removals are marked out on the pavement and prior to commencing removals to allow for the review of the removal areas.
 - d. After the preparation of the subgrade and prior to placement of permanent pavement, to allow the review of the preparation of the base, formwork and placement process.
 - e. Twenty-four hour notice shall be given prior to placement of permanent pavement to allow the State to be present during the placement of the permanent pavement.
 - f. Twenty-four hour notice shall be given prior to placement of permanent pavement marking to allow the State to inspect the lay out and the placement of the permanent pavement marking.
 - g. Upon completion of the work to facilitate a final inspection of the completed work.
 - 2) To conduct the construction of the improvements to N-15 according to the plans and specifications approved by the State. To present for the approval of the State changes in the approved construction plans prior to accomplishing the change.
 - 3) To install, prior to construction and to maintain during construction, traffic control devices in accordance with the traffic control plans approved by State. To present for approval of the State, changes in the approved traffic control plans prior to accomplishing the change.
 - 4) To notify in writing the State's District Engineer, or their designee, of the completion of the work for inspection by State. This notice of completion shall be accompanied by a certification stamped and sealed by the Professional Engineer supervising the construction that the work was accomplished in accordance with the approved plans and specifications.

- 5) To invoice State's District Engineer for State's portion of the completed and accepted work. The invoice shall not be sent until Municipality has received the District Engineer's written concurrence that the work contemplated under this Agreement has been completed in a satisfactory manner. State will pay Municipality as outlined in Section 5 of this Agreement.
- 6) That State has the authority to make future modifications to N-15 as necessary to address the needs of traffic operations or public safety.
- 7) That any additional property rights made necessary to maintain and operate N-15 by the construction of the improvements will be deeded to State by Municipality at no cost to the State.
- 8) To provide As-Built drawings and electronic MicroStation files of the drawings of the final constructed N-15 and appurtenances as contained in the design.
- 9) To conduct regularly scheduled weekly construction progress meetings throughout the duration of the improvements and notifying the District Engineer or authorized representative as to the Date, Time, and Location of the meetings.

SECTION 5.

State agrees:

- 5.1 To review the plans and permit application and, if approved, to issue a permit to construct improvements to N-15.
- 5.2 To reimburse Municipality for the following improvements on N-15:
 - a. Pavement of through lanes and center left turn lane. Pavement is currently anticipated to be 9" dowelled concrete pavement. Reimbursement for pavement will also include the cost to remove the existing surfacing/pavement and curb and gutter associated with the through lanes and center left turn lane. State will not reimburse Municipality for costs of parking pavement.
 - b. Curb and gutter construction.
 - c. Foundation Course for pavement of through lanes and center left turn lane.
 - d. Subgrade preparation for pavement of through lanes and center left turn lane.
 - e. Curb inlets, storm sewer manholes, and associated storm sewer pipe necessary for pavement drainage.
 - f. Pavement Markings.
 - g. Signal Controller Cabinet.No other improvements, engineering costs, right of way cost, utility costs or other costs associated with the project will be reimbursed by State.
- 5.3 To reimburse Municipality based on the following schedule.
 - a. Payment of first half of the balance of the N-15 improvements on October 15, 2018, up to \$800,000.00.
 - b. Payment of the second half of the balance of the N-15 improvements on October 15, 2019, up to \$800,000.00.
- 5.4 To respond in a timely manner to requests for review of plan changes and reviews of the work.
- 5.5 To provide Traffic marking plans and Traffic signal plans for the Municipality to be included in the improvement plans for N-15.

- 5.6 To assume responsibility for any future design, construction, reconstruction, maintenance and operation of the modifications to N-15 except storm sewer, public utilities, private utilities, lighting and others as stated in this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this 8th day of February, 2017.

WITNESS:

CITY OF DAVID CITY

City Clerk Joan Kovar

Mayor Alan Zavodny

EXECUTED by State this _____ day of _____, 2017.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Michael H. Owen, P.E.

Roadway Design Engineer

RECOMMENDED:
Thomas Goodbarn, P.E.

District 1 Engineer

DAVID CITY BUTLER COUNTY NEBRASKA



HWY. N-15
R.P. 92+92
END CORP. LIMITS
END STATE STRIPING

HWY. N-15
R.P. 92+03
END CITY PROJECT

HWY. N-15
R.P. 91+55
BEGIN CITY PROJECT

HWY. N-15
R.P. 90+97
BEGIN CORP. LIMITS
BEGIN STATE STRIPING

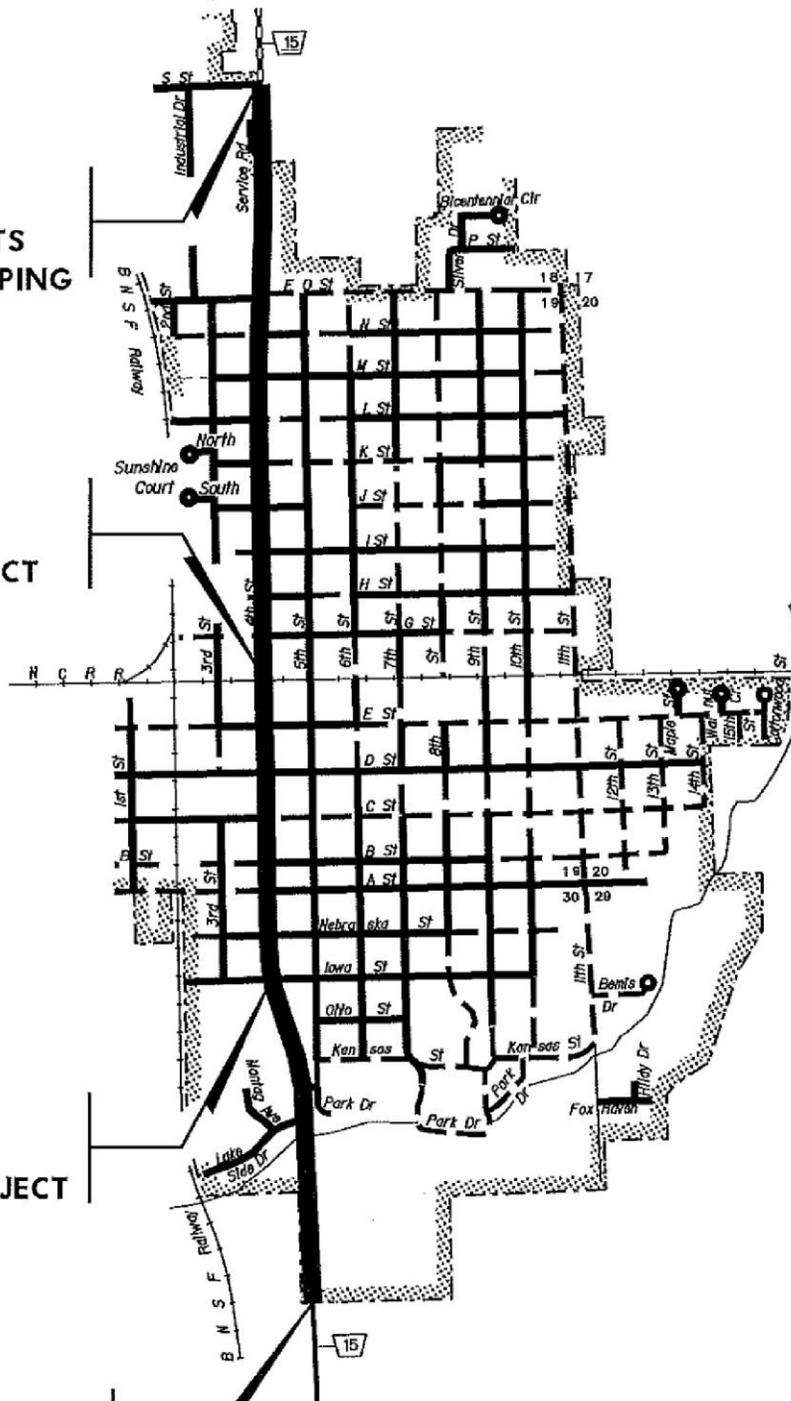


EXHIBIT A

INSURANCE REQUIREMENTS FOR DEVELOPER'S CONTRACTOR PERFORMING WORK ON STATE HIGHWAY PROPERTY

RESPONSIBILITY FOR CLAIMS, LIABILITY AND INSURANCE

The Developer shall require and the Contractor shall make a detailed review of its existing insurance coverage, compare that coverage with the expected scope of the work under this contract. Prior to execution of the contract, the Contractor shall obtain insurance coverage to fully protect it from loss associated with the work, and have at a minimum the insurance described below:

1. General Liability:
Limits of at least:
 - \$ 1,000,000 per Occurrence
 - \$ 2,000,000 General Aggregate
 - \$ 2,000,000 Completed Operations Aggregate
 - \$ 1,000,000 Personal and Advertising Injury
- a. Contractor shall be responsible for the payment of any deductibles.
- b. Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
- c. The General Aggregate shall apply on a Per Project Basis.
- d. The State of Nebraska, Department of Roads, shall be named as Additional Insureds on a primary and non-contributory basis including completed operations for three (3) years after final acceptance and payment.
- e. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to the policy.
- f. Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- g. If work is being performed near a railroad track, the 50' railroad right-of-way exclusion must be deleted.
- h. Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.
- i. Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).

- j. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.
2. Automobile Liability:
Limits of at least:
\$ 1,000,000 CSL per Accident
- a. Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
 - b. If work is being performed near a railroad track, the 50-foot railroad right-of-way exclusion must be deleted.
 - c. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads, shall be added to the policy.
 - d. Automobile liability coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.
3. Workers' Compensation:
Limit: Statutory coverage for the State where the project is located.
Employer's Liability limits: \$500,000 Each Accident
\$500,000 Disease – Per Person
\$500,000 Disease – Policy Limit
- a. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to the policy.
 - b. Workers' compensation coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.
 - c. Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.
4. Umbrella/Excess:
Limits of at least:
\$1,000,000 per Occurrence
- a. Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.
 - b. The State of Nebraska, Department of Roads, shall be "Additional Insureds."
 - c. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of subrogation in favor of the State of Nebraska, Department of Roads shall be provided.

5. Pollution Liability:

- a. When "hazardous wastes" or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
- c. Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as "extra work."

6. Additional Requirements:

- a. The Contractor shall provide and carry any additional insurance required by the Special Provisions.
- b. Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
- c. If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.
- d. Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- e. Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Roads evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s), containing a clause granting at least 30 days prior written notice to the State of cancellation. Certificates of insurance shall show the Nebraska Department of Roads as the certificate holders.
- f. Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- g. The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- h. If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we as principal,
and _____ as sureties, are held and firmly bound
unto the Department of Roads of the State of Nebraska, in the penal sum of \$ **0.00** dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date _____, A.D. 20 _____

The condition of the obligations is such that whereas, the above bounden of _____, has been awarded by the Department of Roads of the State of Nebraska, the various groups of work, including all items contained in each specified group of work being groups numbered: _____ on Project No. _____ in _____ County(ies), Nebraska copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said _____ as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden of all overpayments made to said principal by the Department of Roads, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, which may accrue, pursuant to Sections 77-3103 to 77-3112 or any other provision of law, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this _____ day of _____, 20 _____

Surety

Attorney-in-Fact (Signature)

Principal (Signature)

Attorney-in-Fact (Printed Name)

Principal (Printed Name)

Agency/Business Name

Title

Agency/Business Address

Phone Number

Probable Statement of Costs - NDOR PARTICIPATORY ITEMS

David City - HIGHWAY 15 (4TH STREET)

CN 13365

S-15-2(1029)

4th Street RAILROAD SOUTH TO IOWA STREET, PLUS STRIPING

DESCRIPTION		
Item	Unit	\$/Unit
Remove Sidewalk	SF	\$ 1.00
Remove surface material	SY	\$ 8.00
Remove Curb and Gutter	LF	\$ 10.00
Remove Storm Sewer	LF	\$ 6.00
Remove Drainage Structures	EA	\$ 600.00
EXCAVATION (ESTABLISHED QUANTITY)	CY	\$ 9.00
New Sidewalk	SF	\$ 5.00
6" Concrete	SY	\$ 60.00
9" concrete w/lime base	SY	\$ 65.00
4" Perforated Pipe Underdrain	LF	\$ 15.00
Subgrade Prep	SY	\$ 2.50
4" Foundation Course	SY	\$ 6.00
New Curb and Gutter/Gutter Pan	LF	\$ 25.00
New curb inlets	EA	\$ 3,000.00
New Storm Sewer - 48"	LF	\$ 200.00
New Storm Sewer - 36"	LF	\$ 100.00
New Storm Sewer - 24"	LF	\$ 75.00
New Storm Sewer - 18"	LF	\$ 60.00
New Storm Sewer - 15"	LF	\$ 50.00
New Storm Sewer Manholes	EA	\$ 4,200.00
Paint Removal (INCLUDES NORTH OF RR & S OF IOWA)	LF	\$ 2.50
5" White Wet Reflective Polyurea Pavement Marking, Grooved	LF	\$ 2.00
5" Yellow Wet Reflective Polyurea Pavement Marking, Grooved	LF	\$ 2.00
12" Yellow Wet Reflective Polyurea Pavement Marking, Grooved	LF	\$ 15.00
24" Permanent Pavement Marking	LF	\$ 24.00
Arrow, Permanent Pavement Marking	EA	\$ 250.00
Railroad Crossing Symbol, Permanent Pavement Marking	EA	\$ 2,000.00
Signalization Change	LS	\$ 10,000

TOTAL NDOR COST	
NDOR ESTIMATED SHARE	
Qty	Unit Cost
-	\$ -
12,000	\$ 96,000
5,200	\$ 52,000
1,600	\$ 9,600
12	\$ 7,200
2,000	\$ 18,000
-	\$ -
-	\$ -
12,000	\$ 780,000
4,400	\$ 66,000
12,000	\$ 30,000
12,000	\$ 72,000
5,200	\$ 130,000
27	\$ 81,000
1,616	\$ 323,200
56	\$ 5,600
106	\$ 7,950
28	\$ 1,680
715	\$ 35,750
1	\$ 4,200
24,500	\$ 61,250
4,500	\$ 9,000
24,000	\$ 48,000
325	\$ 4,875
650	\$ 15,600
38	\$ 9,500
4	\$ 8,000
1.00	\$ 10,000

Sub-Total	\$ 1,886,405
Contingency	\$ 150,912
Total	\$ 2,037,317

EXHIBIT E

Council member Smith made a motion to authorize Mayor Zavodny to enter into an agreement with Butler County concerning the Downtown Renovation Project. Council member Kobus seconded the motion. Voting AYE: Council members Vandenberg, Trowbridge, Meysenburg, Hotovy, Kobus, and Smith. Voting NAY: None. The motion carried.

Eric Johnson of Kirkham Michael Inc. gave the following update on the Airport: "Since David City is part of the Federal Aviation State Airport System Plan, they require us to keep current a Capital Improvement Program. These are the projects that are anticipated at the Airport over a 20 year period and what the FAA really focuses on at this time are any projects in the Phase 1 period which is the 0 – 6 year time period. The current project which the FAA recommended, and the Council approved at their November 9th, 2016 Council Meeting, to look at rejuvenating the asphalt pavements with a slurry seal, doing some crack sealing, and remarking the runway. This is a 90/10 grant program. This is a very good way to maintain your Airport. Those funds come from aviation fuel tax.

State of Nebraska - Department of Aeronautics

11/21/2016

Capital Improvement Program

DAVID CITY MUNI
 DAVID CITY

Year	Description	Total Cost	Federal	State	Local
Phase I					
2017	Seal taxiway	\$20,000	\$18,000	\$0	\$2,000
2017	Seal runway 14/32	\$280,000	\$261,000	\$0	\$20,000
2017	Seal apron	\$36,000	\$32,400	\$0	\$3,600
2020	Improve fuel system (confirm eligibility)	\$125,000	\$112,500	\$0	\$12,500
2021	Shop Hangar (80'x80')	\$600,000	\$540,000	\$0	\$60,000
Phase I Subtotal		\$1,071,000	\$963,900	\$0	\$107,100
Phase II					
2023	10-place T-hangar & taxiway	\$650,000	\$585,000	\$0	\$65,000
2024	Asphalt seal coat	\$280,000	\$261,000	\$0	\$20,000
2026	Auto parking and access road	\$115,000	\$103,500	\$0	\$11,500
Phase II Subtotal		\$1,045,000	\$949,500	\$0	\$105,500
Phase III					
2027	Update Airport Layout Plan	\$140,000	\$126,000	\$0	\$14,000
2029	Asphalt Rehab.	\$80,000	\$73,000	\$0	\$9,000
2032	Expand Apron	\$140,630	\$133,707	\$0	\$14,063
2036	Construct terminal building	\$450,000	\$405,000	\$0	\$45,000
Phase III Subtotal		\$1,320,630	\$1,195,707	\$0	\$132,063
Total Development Costs		\$3,454,630	\$3,109,167	\$0	\$346,463
Not Funded					
2032	Land for runway 2/20	\$370,000			
2032	Area Navigation Approach Survey (PACSI/SACS)	\$40,000			
2032	10-place T-hangar & taxiway	\$500,000			
Not Funded Subtotal					

Potential Federal Funds Available Non-Primary Entitlement

Airport: **David City Municipal Airport**
David City, Nebraska

Federal Fiscal Year	Entitlement Funds
2014	\$0
2015	\$0
2016	\$150,000
2017	\$150,000

Potential Funds Available in 2017: **\$300,000**

Eric Johnson stated: "There is basically 3 types of Federal Funding that is available to our Airport here in David City; one is called a Non-Primary Entitlement or a General Aviation Entitlement. The City receives \$150,000/yr. to do improvements at the Airport and it's over a 4 year time period and at the end of the 4 years you would have \$600,000 available for projects. If you don't use the first 4 years, or the first allocation of \$150,000, that goes away, and then it will come back the next year; the balance never goes over \$600,000 in that fund. Then there is another fund, the State of Nebraska also gets Federal Aviation Funds that come into the State and they have the discretion to put into various Airport projects, like if you do a larger runway project, or something like that where the \$600,000 may not cover all of those expenses, the State can come in and fill the gaps with their money as well; and again that's all a 90/10 grant. The last form of the Federal Aviation Funding is what they call discretionary money, that's the FAA money that they get each year from Washington for Nebraska, Iowa, Kansas, and Missouri, that they can also put that towards a project at their discretion. This Capital Improvement Plan is what the FFA requires to be on file each year to remain eligible for the grant program. We will submit preliminary documents to the FAA on Monday concerning the Runway, Apron, and Taxiway rehabilitation (\$136,042.89; City share is \$13,604.29). The project will probably start the end of August; it is not a very large project so there shouldn't be much interruption to the Airport operations. On the hangar project, everything has gone quite well and the workmanship has been very good. The contractor did get behind during the summer so we did assess the contractor liquidated damages. We are under an FAA grant so we have to follow all of the requirements of the grant so we are very diligent about following the guidelines, so if those deadlines aren't met they have a penalty. They did some winter seeding but we haven't seen anything come up yet obviously because of the winter months. The FAA said that we have to see some grass stand before we can totally open the hangar up. The FAA asks that the rates charged are comparable with other Airports around. Just one other quick item, recently the Fire Marshall came out and did an inspection. Everything looked good, however, they now want a grounding unit in each of the hangar bays which will be drilled through the concrete and then it's a grounding rod that goes through. The theory is that when you have your aircraft stored in there, you hook your grounding cable to the tail of the airplane and then hook it to the grounding receptacle tee. We don't quite agree with this, we see this as a static electricity thing. Anyway we need to add those grounding units and that's

going to be about \$5,400 to do that; something we don't feel is necessary but we are bound by the Local Fire Marshall."

Mayor Zavodny stated: "We had to submit those plans to the Fire Marshall's Office, so, this annoys me tremendously. When were we made aware of this? What supports their findings in regulations?"

Eric Johnson stated: "I asked that same question and really didn't get a clear direction."

Council member Trowbridge stated: "I think it might be well for the City to protest this particular one, when it was pre-approved and on a final walk through they say "Oh by the way, we....."; obviously they forgot."

Mayor Zavodny stated: "Or show us the regulation. These are the things that really make you lose confidence in trying do things the right way on the front end..... So what is the process to do that though? Say, "you know what, this is going to cause the City to incur expenses that were not planned for"; what's the process?"

Eric Johnson stated: "I already had our architect talk to the Fire Marshall. They approved it (the plans) in Lincoln and then we have some guy from Central City that comes out and looks at it and says we need the grounding units. Would it be okay if I just draft a letter on behalf of the City and our project?"

Mayor Zavodny stated: "I think, based on our discussion; that seems to be the least objectionable first step."

Council member Trowbridge asked: "Could we copy it to our State Senator, please, because he is quite conservative?"

Mayor Zavodny stated: "If you would do that that would be most helpful."

City Clerk Kovar reported that Galen Krenk stopped in Tuesday afternoon to inform her that their attorney did not have the lease prepared. Therefore, Council member Smith made a motion to table consideration of a real estate lease between the City and the David City Golf Club, Inc. until the March 8th Council Meeting. Council member Hotovy seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Trowbridge, Meysenburg, Hotovy, and Smith. Voting NAY: None. The motion carried.

Mayor Zavodny opened the Public Hearing at 7:30 p.m. to consider amending Zoning Ordinance No. 1060, Article 5 Zoning Districts, Section 5.15 FS Flexible Space Mixed Use District by changing Section 5.15.06 Height and Lot Requirements, Permitted Conditional Uses Lot Area (SF) from 10,000 SF to 8,500 SF for the minimum lot size. Mayor Zavodny asked for any comments from the public. There being none, Mayor Zavodny closed the Public Hearing at 7:31 p.m.

Mayor Zavodny opened the Public Hearing at 7:31 p.m. to consider amending Zoning Ordinance No. 1060, Article 8 Supplemental Regulations, Section 5.07 Self Storage Units / Convenience Storage Units, by changing Section 8.07.01 "Minimum Lot Size of the Self-Storage Facility shall be two acres" to "Minimum Lot Size of the Self-Storage Facility shall be 8,500 square feet. Mayor Zavodny asked for any comments from the public.

Scott Steager stated that he didn't even know of a piece of Commercial / Industrial property that has been available for sale in the last ten years that would meet the two acre requirement for Self-Storage Units / Convenience Storage Units.

There being no further comments from the public, Mayor Zavodny closed the Public Hearing at 7:33 p.m.

Mayor Zavodny opened the Public Hearing at 7:33 p.m. to consider amending the Land Use Plan Map by changing the Zoning Classification from I – Industrial and/or C – Commercial to FS – Flex Space for the following real estate: All of Lots 9, 10, 11, and 12, and the W 84' of Lot 8, Block 31, Original Town of David City, and changing the zoning classification from C-Commercial to FS – Flex Space for the following real estate: Lots 19 – 21, Block 32, Original Town of David City. Mayor Zavodny asked for any comments from the public.

Council member Trowbridge stated: "Let's discuss the intent of this, obviously there is something driving it. I think there is a request to put storage units in the Downtown Business District which apparently isn't allowed under the current zoning. Janis (Cameron) could you respond to that, and how liberal is Flex Space as far as permitted conditional uses?"

Planning Commission member Janis Cameron stated: "I didn't bring my Planning Commission Book and they all vary. Scott (Steager) wants to put storage units behind what is referred to as the KFOR Building (343 North 5th) and the Planning Commission thought it was a good idea and passed it on to you."

Council member Trowbridge stated: "Then help me across the street with the vacant lot by the old Speedy Treat Building (342 5th Street), if we change to Flex Space on that side of the street in the designated area that we are going to talk about this evening, what change would that allow?"

Planning Commission member Jim Vandenberg stated: "I don't remember exactly, you would have to specifically go through the regulations. A storage unit, that is subject to a conditional use permit, so the Planning Commission could specify what they want."

Discussion followed. Mayor Zavodny closed the Public Hearing at 7:42 p.m.

Mayor Zavodny opened the Public Hearing at 7:42 p.m. to consider amending the Official Zoning Map by changing the zoning classification from I-1 Industrial and/or C-2 Downtown Commercial to FS – Flex Space Mixed Use District for the following real estate: All of Lots 9, 10, 11, and 12, and the W 84' of Lot 8, Block 31, Original Town of David City. Mayor Zavodny asked for any comments from the public.

Council member Trowbridge stated: "Mine would simply be, it's something we probably don't want to do this evening". Council member Smith agreed.

Again, Mayor Zavodny asked for any comments, and there being none he closed the Public Hearing at 7:43 p.m.

Mayor Zavodny opened the Public Hearing at 7:43 p.m. to consider amending the Official Zoning Map by changing the zoning classification from C-2 Downtown Commercial to FS

– Flex Space Mixed Use District for the following real estate: Lots 19 – 21, Block 32, Original Town of David City. Mayor Zavodny asked for any comments from the public.

There being no public comment, Mayor Zavodny closed the Public Hearing at 7:43 p.m.

Council member Trowbridge made a motion to table consideration of Ordinance No. 1259 amending Zoning Ordinance No. 1060 by amending Section 5.15 FS Flexible Space by changing Section 5.15.06 Height and Lot Requirements, Permitted Conditional Uses, stating the minimum lot size shall be 8,500 SF; amending Section 8.07 Self Storage Units / Convenience Storage Units by changing by changing 8.07.01 to: “Minimum lot size of the Self-Storage Facility shall be 8,500 square feet”; to provide for the repeal of any ordinance or resolution in conflict therewith; to provide for an effective date thereof; and to authorize publication in pamphlet form. Council member Smith seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Hotovy, Kobus, Smith, and Trowbridge. Voting NAY: None. The motion carried and Ordinance No. 1259 was **tabled**.

ORDINANCE NO. 1259

AN ORDINANCE TO AMEND ZONING ORDINANCE NO. 1060 BY AMENDING SECTION 5.15 FS, FLEXIBLE SPACE MIXED USE DISTRICT, BY CHANGING SECTION 5.15.06 PERMITTED CONDITIONAL USES, STATING THE MINIMUM LOT SIZE SHALL BE 8,500 SF; AMENDING SECTION 8.07 SELF STORAGE UNITS/CONVENIENCE STORAGE UNITS BY CHANGING 8.07.01 TO: MINIMUM LOT SIZE OF THE SELF STORAGE FACILITY SHALL BE 8,500 SQUARE FEET; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, THAT THE FOLLOWING SECTIONS OF ZONING ORDINANCE NO. 1060 BE AMENDED AS FOLLOWS:

ARTICLE 5: ZONING DISTRICTS

SECTION 5.15 FS FLEXIBLE SPACE MIXED USE DISTRICT.

5.15.06 Height and Lot Requirements:

The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
<i>Permitted Uses</i>	8,500	100'	1	2	2	45'	70%
<i>Permitted Conditional Uses</i>	8,500	100'	1	2	2	45'	70%

¹ *There shall be a minimum front yard of not less than 100 feet from property line along a state highway or city street classified as an arterial, 50 feet from the property line along a city street classified as a collector, 25 feet from the property line along a city street classified as a local street or private road, and at least 100 feet from the road right-of-way along a county road. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.*

² *The side and rear yard shall be ten feet where the lot line abuts other commercial or industrial district lot lines. In any instance where a side or rear lot line abuts a residential district, the minimum yard shall be 50 feet. In addition, a landscape screen as defined in this ordinance, shall be provided. Such landscape screen shall be located no closer than ten feet to any residential structure.*

ARTICLE 8: SUPPLEMENTAL REGULATIONS

SECTION 8.07 SELF STORAGE UNITS / CONVENIENCE STORAGE UNITS

8.07.01 Minimum lot size of the Self-Storage facility shall be 8,500 square feet.

This Ordinance shall be in full force and effect from and after passage, approval and publication or posting as required by law.

PASSED AND APPROVED THIS _____ day of _____, 2017.

TABLED

Mayor Alan Zavodny

TABLED

City Clerk Joan Kovar

Council member Trowbridge made a motion to table consideration of Ordinance No. 1260 for further review, amending the Land Use Plan Map by changing the Zoning Classification of real estate described from C – Commercial and I – Industrial to FS – Flex Space for the following real estate: All of Lots 9, 10, 11, and 12, and the W 84' of Lot 8, Block 31, Original Town of David City, and changing the zoning classification from C-Commercial to FS – Flex Space for the following real estate: Lots 19 – 21, Block 32, Original Town of David City and providing for publication in pamphlet form. Council member Kobus seconded the motion. Voting AYE: Council members Vandenberg, Meysenburg, Smith, Hotovy, Kobus, and Trowbridge. Voting NAY: None. The motion carried and Ordinance No. 1260 was **tabled**.

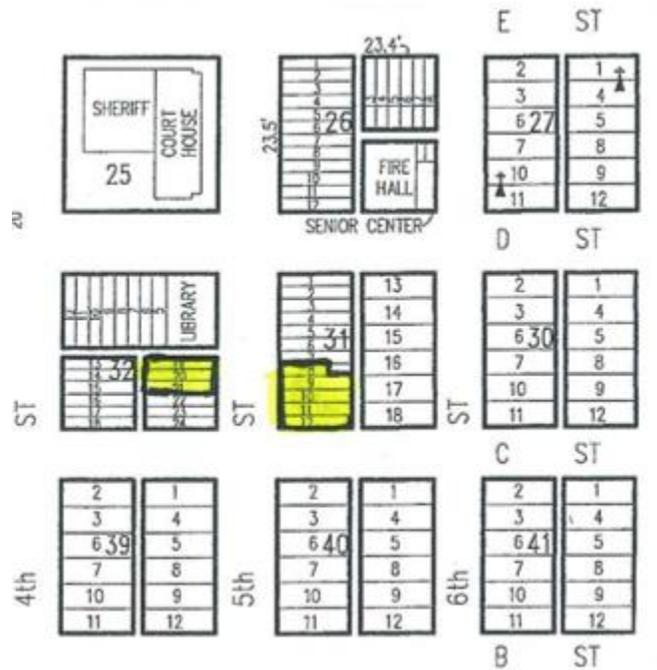
ORDINANCE NO. 1260

AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP BY CHANGING THE ZONING CLASSIFICATION OF REAL ESTATE DESCRIBED FROM C – COMMERCIAL AND I – INDUSTRIAL TO FS – FLEX SPACE FOR THE FOLLOWING REAL ESTATE: ALL OF LOTS 9, 10, 11, AND 12, AND THE W 84' OF LOT 8, BLOCK 31, ORIGINAL TOWN OF DAVID CITY, AND CHANGING THE ZONING CLASSIFICATION FROM C – COMMERCIAL TO FS – FLEX SPACE FOR THE FOLLOWING REAL ESTATE: LOTS 19 – 21, BLOCK 32, ORIGINAL TOWN OF DAVID CITY; REPEAL ANY ORDINANCES IN CONFLICT HEREWITH; DESCRIBE THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDE FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA:

Section 1. That the land use plan be amended as follows:

- a. *To amend the following properties from C – Commercial and I – Industrial to FS – Flex Space:*
 - Lots 9, 10, 11, and 12, and the W 84' of Lot 8, Block 31, Original Town of David City,
- b. *To amend the following property from C – Commercial to FS – Flex Space:*
 - Lots 19 – 21, Block 32, Original Town of David City



Section 2. That any ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby appealed.

Section 3. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Passed and adopted this ____ day of _____, 2017.

TABLED

 Mayor Alan Zavodny

TABLED

 City Clerk Joan E. Kovar

Council member Trowbridge made a motion to table consideration of Ordinance No. 1261 for further review, amending the Official Zoning Plan Map by changing the Zoning Classification of real estate described from C – Commercial and I – Industrial to FS – Flex Space for the following real estate: All of Lots 9, 10, 11, and 12, and the W 84’ of Lot 8, Block 31, Original Town of David City, and changing the zoning classification from C-Commercial to FS – Flex Space for the following real estate: Lots 19 – 21, Block 32, Original Town of David City and providing for publication in pamphlet form. Council member Hotovy seconded the motion. Voting AYE: Council members Kobus, Meysenburg, Vandenberg, Smith, Hotovy, and Trowbridge. Voting NAY: None. The motion carried and Ordinance No. 1261 was **tabled**.

ORDINANCE NO. 1261

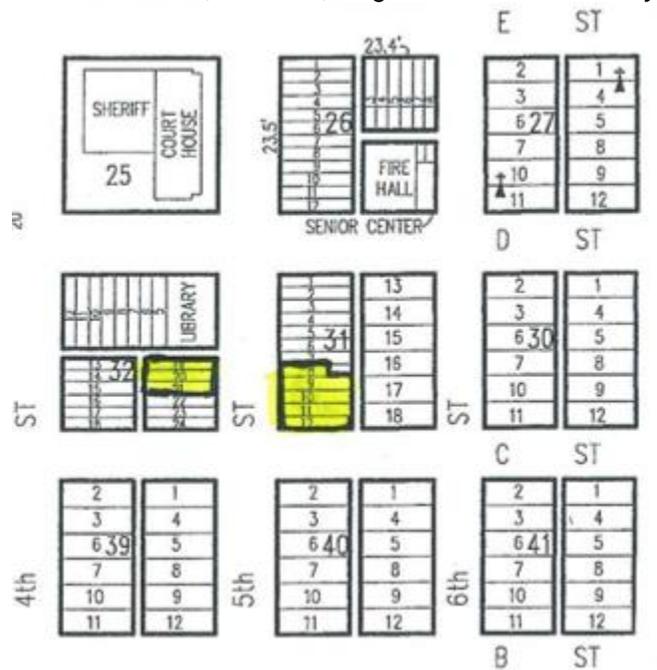
AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF REAL ESTATE DESCRIBED FROM C – COMMERCIAL

AND I – INDUSTRIAL TO FS – FLEX SPACE FOR THE FOLLOWING REAL ESTATE: ALL OF LOTS 9, 10, 11, AND 12, AND THE W 84’ OF LOT 8, BLOCK 31, ORIGINAL TOWN OF DAVID CITY, AND CHANGING THE ZONING CLASSIFICATION FROM C – COMMERCIAL TO FS – FLEX SPACE FOR THE FOLLOWING REAL ESTATE: LOTS 19 – 21, BLOCK 32, ORIGINAL TOWN OF DAVID CITY; REPEAL ANY ORDINANCES IN CONFLICT HEREWITH; DESCRIBE THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDE FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA:

Section 1. That the Official Zoning Map be amended as follows:

- c. To amend the following properties from C – Commercial and I – Industrial to FS – Flex Space:
 Lots 9, 10, 11, and 12, and the W 84’ of Lot 8, Block 31, Original Town of David City,
- d. To amend the following property from C – Commercial to FS – Flex Space:
 - Lots 19 – 21, Block 32, Original Town of David City



Section 2. That any ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby appealed.

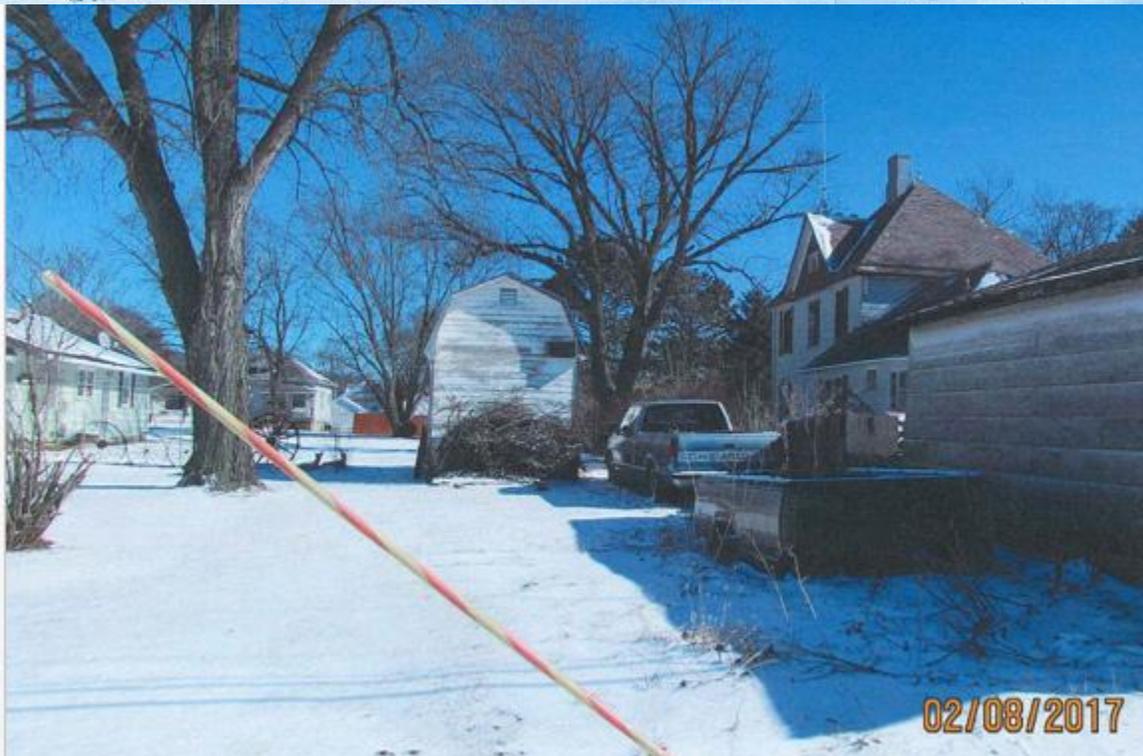
Section 3. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Passed and adopted this 8th day of February, 2017.

TABLED
 City Clerk Joan E. Kovar

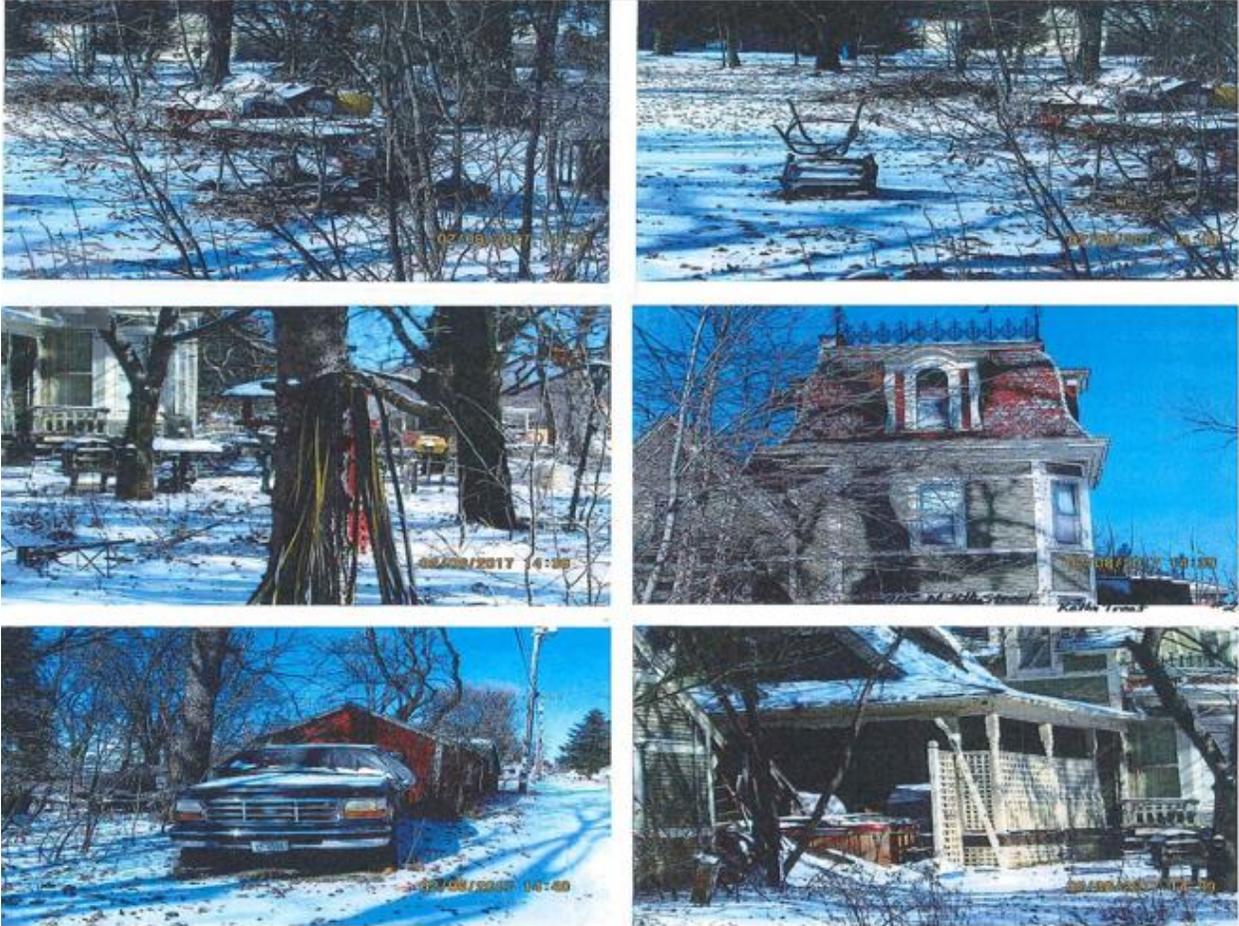
TABLED
 Mayor Alan Zavodny

The property located at 595 C Street was reviewed:



Council member Kobus made a motion to declare the property located at 595 C Street in compliance with City Codes contingent upon the removal of the pickup box that is still in the back yard. Council member Meysenburg seconded the motion. Voting AYE: Council members Vandenberg, Trowbridge, Smith, Hotovy, Kobus, and Meysenburg. Voting NAY: None. The motion carried. Since the property was in compliance Resolution No. 7 – 2017 is void.

The property located at 715 North 4th Street was reviewed. Nothing has changed.



City Clerk Kovar stated that the City Office has a telephone number for Kathryn Treat but do not have a forwarding address. The Post Office returned a whole bundle of mail going back to February 2016 to the City Office all stamped: Return to Sender; Unclaimed; Unable to Forward.

City Attorney Egr stated: "I would suggest that the next time Kathryn calls in that the ladies insist that they need an address."

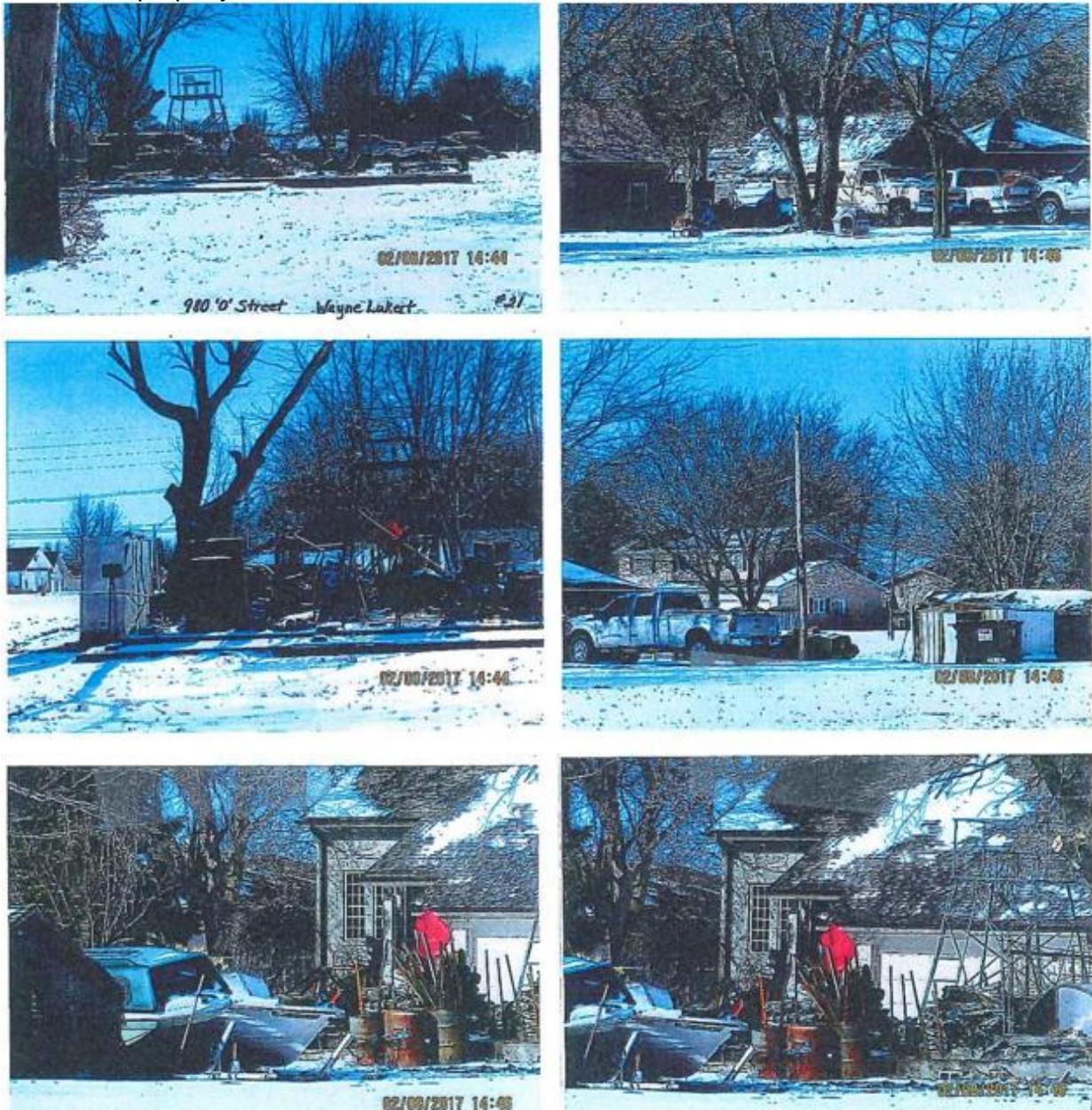
Mayor Zavodny stated: "As an alternative approach, could we placard the property? We have in the past, because we have felt it was the responsibility of the owner to at least periodically check their property. Can we placard the property and that be their notice? I don't want them to be able to say "we were not notified"; that shows a very open and public display of "there is a problem here".

City Attorney Egr suggested three things: 1) Get a forwarding address, 2) placard the property, and 3) put a notice in the paper for three weeks putting them on notice.

Council member Trowbridge made a motion for the Office Staff to try to get a forwarding address, placard the property at 715 North 4th Street, put a notice in the paper for three weeks putting her/them on notice, and tabling consideration of the property until the March 8, 2017

Council Meeting. Council member Smith seconded the motion. Voting AYE: Council members Vandenberg, Meysenburg, Hotovy, Kobus, Smith, and Trowbridge. Voting NAY: None. The motion carried.

The property located at 980 "O" Street was reviewed:



Council member Kobus stated: "I think they really did a good job of gathering everything up and getting rid of what they had to get rid of. Wayne tinkers around with lawn mowers and stuff in the summer and he's probably going to keep some of that stuff for repairs."

Wayne Lukert stated: "Most of it's gone. You said clean the nuisance out. I lost motors, transmissions for self-propelled mowers, a lot of parts and stuff that can't be replaced. It will have to be replaced with new parts now which will cost the customer more money. It was a no

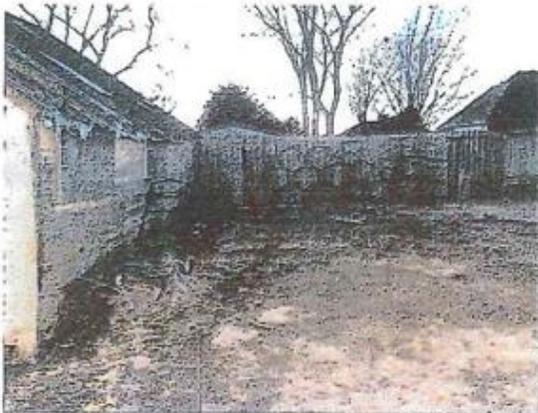
win situation for me.” Lukert’s presented the following pictures they had taken concerning the clean-up showing items that were removed and the area afterwards.



HAWLED AWAY



AFTER





Discussion followed concerning the fact that Lukert's were going to put up a steel storage building about 10 or 12 years ago. They purchased the building, however, then the permit was denied because the sidewalls were too high. The building has been laying in the yard in pieces since they were not able to get a permit. They claimed that if they would have been able to put up the building, all of these items could have been stored inside, and it wouldn't have come to this. The height of sidewalls was discussed. It was noted that on a large property, such as Lukert's, that wouldn't be a problem, but it would not be appropriate on a smaller 50' lot so close to a neighboring property.

Mayor Zavodny stated: "We have rules, how do we address the rules. When I came in to approve payroll, Joan showed me these pictures, and to me, it would be hard for me to sit there and say "a nuisance still exists". You start out in the country; years and years ago the City grew to meet you. So now here's the problem, we are trying to apply our City rules to a farm to some extent, but once you are annexed, you are part of the City and all those rules come into play. So that's kind of where we are running into the problem; the rules that apply to you aren't a good measurement of what you actually have for property there, so the question is, what is allowable and how do we address the topic ahead of us?"

Council member Trowbridge stated: "I believe the answer to what's going on here is a function of square foot; the size of the property. There are places that the 10' sidewalls aren't going to be an issue, and Lukert's property is large enough that it's one of them because it's not going to stand beside a neighbor's single story ranch house and dwarf it. So my suggestion would be for the Planning Commission to look at changing square footage requirements relative to the sidewall height within City limits." Discussion followed.

Council member Kobus made a motion to declare the property located at 980 "O" Street in compliance with City Codes. Council member Trowbridge seconded the motion. Voting AYE: Council members Vandenberg, Meysenburg, Smith, Hotovy, Kobus, and Trowbridge. (Note: Council member Hotovy voted "AYE" contingent upon the boats being removed from the

property. Lukert's stated that the boats will be gone directly.) Voting NAY: None. The motion carried.

Street Supervisor Rodney Rech stated: "Ruby Langhorst's son Rusty, from Colorado, called me at the shop and Arborist Nick Sypal just happened to be there at the time. I gave the phone to Nick and he talked to him and gave him a bid for cleaning the property up. So this will be taken care of."

Council member Trowbridge made a motion to declare the property at 433 East Nebraska Street in compliance with City Codes. Council member Kobus seconded the motion. Voting AYE: Council members Hotovy, Smith, Meysenburg, Vandenberg, Trowbridge, and Kobus. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to accept the Keno Audit for fiscal year ended September 30, 2016. Council member Trowbridge seconded the motion. Voting AYE: Council members Smith, Kobus, Vandenberg, Meysenburg, Hotovy, and Trowbridge. Voting NAY: None. The motion carried.

Council member Smith made a motion to approve the application by Ka-Boomer's Enterprises, Inc. to sell permissible fireworks at Dan & Jan Sypal's business property located at 1510 4th Street, David City, Nebraska. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Trowbridge, Hotovy, Vandenberg, Kobus, and Smith. Voting NAY: None. The motion carried.

Council member Kobus made a motion to approve trading in the old salt spreader box for a new salt spreader box for a cost of approximately \$3,100. Council member Smith seconded the motion. Voting AYE: Council members Meysenburg, Trowbridge, Hotovy, Vandenberg, Kobus, and Smith. Voting NAY: None. The motion carried.

There being no further business to come before the Council, Council member Hotovy made a motion to adjourn. Council member Trowbridge seconded the motion. Voting AYE: Council members Smith, Kobus, Vandenberg, Hotovy, Trowbridge, and Meysenburg. Voting NAY: None. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:48 p.m.



CERTIFICATION OF MINUTES
February 8, 2017

I, Joan Kovar, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of February 8th, 2017; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next

convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Joan Kovar, City Clerk