

**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 **8<sup>th</sup> day of March, 2017**, in the meeting room of the City Office, 557 N 4<sup>th</sup> 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 1<sup>st</sup> day of March, 2017.

codification services to the City;

**AGENDA AS FOLLOWS:**

- |  |  |
|--|--|
| 1. Roll Call;  |  |
| 2. Pledge of Allegiance;   |  |
| 3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules;                             | <hr/> Mayor Alan Zavodny                   |
| 4. Minutes of the February 8 <sup>th</sup> , 2017 meeting of the Mayor and City Council;   | <hr/> Council President Gary D. Smith      |
| 5. Consideration of Claims;  |  |
| 6. Committee and Officer Reports;  | <hr/> Council member Thomas J. Kobus       |
| 7. Consideration of allowing the placement of a propane generator by the Power Plant for the 911 system;                           | <hr/> Council member Dana E. Trowbridge    |
| 8. Consideration of a Real Estate Lease between the City and the David City Golf Club, Inc.;                                       | <hr/> Council member Kevin N. Hotovy       |
| 9. Consideration of the Plans & specs for the proposed Golf Course Club House;   | <hr/> Council member Patrick J. Meysenburg |
| 10. Consideration of the bids received for the Downtown & Highway 15 Improvement Projects;   |  |
| 11. Consideration of the proposals received to submit the renewal application for the Power Plant Class I Operating Permit to DEQ: | <hr/> Council member John P. Vandenberg    |
| 12. Consideration of authorizing the hiring of Municipal Code Services, Inc. for complete  | <hr/> City Clerk Joan E. Kovar             |

13. Consideration of Resolution No. 11 – 2017 adopting and approving the execution of an Agency Agreement with the Department of Aeronautics of the State of Nebraska for AIP Project No. 3-31-0025-011-2017 (C01) to be submitted by the Department to the Federal Aviation Administration to obtain Federal Assistance for the development of the Airport;
14. Consideration of Amendment Number 1 to the Agency Agreement with the Department of Aeronautics deleting all references to Project No. C01 and replacing it with Project No. 3-31-0025-011-2017 as it has been accepted by the Federal Aviation Administration;
15. Consideration of the proposal by Bob Wright concerning the property located at Lot 2, Block 12, Miles 5<sup>th</sup> Addition to David City; (Previously the Louise Sanders 210 South 8<sup>th</sup> Street);
16. Consideration of Resolution No. 8 – 2017 concerning the property located at 715 North 4<sup>th</sup> Street in which the property owner was given until March 8, 2017 to abate the nuisance(s) and get the property in compliance with City Codes;
17. Consideration of the property located at 210 Nebraska Street that has been reported to the City;
18. Consideration of the property located at 230 Nebraska Street that has been reported to the City;
19. Consideration of the property located at 798 No. 4<sup>th</sup> Street that has been reported to the City;
20. Consideration of the property located at 141 North 4<sup>th</sup> Street that has been reported to the City;
21. Consideration of the property located at the Southwest Corner of 8<sup>th</sup> & K Street – Lots 1 & 4, Block 1, Litty's 2<sup>nd</sup> Addition - that has been reported to the City;
22. Consideration of the property located at 1070 North 8<sup>th</sup> Street that has been reported to the City;
23. Consideration of the property located at 1080 North 8<sup>th</sup> Street that has been reported to the City;
24. Consideration of the property located at 286 So. 4<sup>th</sup> Street that has been reported to the City;
25. Consideration of recessing until March 21, 2017, at 6:30 p.m. in the City Office;
26. Consideration of a Council member volunteering to serve on the Butler County Development Board;
27. Consideration of "Self Storage Units" and requesting the Planning Commission to propose a definition for such;
28. Consideration of comments concerning the Downtown Renovation Project by the Downtown Business Owners;
29. Adjourn.

CITY COUNCIL PROCEEDINGS

March 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 4<sup>th</sup> Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on March 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: Scott Steager, Rodger & Kathryn Treat, Dan & Jan Sypal, Bill & Judy Dubs, Galen Krenk, Bryon Hartman, David McPhillips, Planning Commission Members Jim Vandenberg and Janis Cameron, Banner Press Editor Larry Peirce, Sewer Supervisor Kevin Betzen, Power Plant Supervisor Eric Betzen and Power Plant employee Tom Dion.

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 February 8<sup>th</sup>, 2017 meeting of the Mayor and City Council were approved upon a motion by Council member Trowbridge and seconded by Council member Hotovy. Voting AYE: Council members Meysenburg, Vandenberg, Kobus, Smith, Hotovy, and Trowbridge. Voting NAY: None. The motion carried.

Mayor Zavodny asked for consideration of claims. Council member Smith made a motion to authorize the payment of claims and Council member Kobus seconded the motion. Voting AYE: Council members Hotovy, Meysenburg, Vandenberg, Trowbridge, Kobus, and Smith. Voting NAY: None. The motion carried.

Mayor Zavodny asked for any comments or questions concerning the Committee and Officer Reports. Mayor Zavodny made reference to Kevin Betzen's water report and told Kevin not to listen to people who talk about things when they don't know the circumstances. Kevin's report stated:

**\*\*4<sup>th</sup> and D Main Break: Thurs. Feb. 23.** When we were first informed of the leak mid-morning, we called 811 immediately to locate the area. We have to wait for all utilities to respond before we can legally dig. In the meantime, due to the location under the concrete and near Hwy 15, we asked Nebraska Rural water to use their sonar/sound correlation computer to pinpoint the leak in order to minimize concrete removal and street repair. It was around 1:30 p.m. when he showed up. In the area of the break, were the main feed wires to the stop lights, and 20 small coaxial cable wires spread out for the car sensors that change the lights for westbound vehicles along D street. I met with the mayor on-site to discuss options for fixing the break. Since we would have to shut the courthouse down and there was court the next morning at 9 a.m., as well as snow in the forecast, we

decided it was best to go ahead and start working on it immediately. While shutting down valves, the 2" nut off the stem of a valve broke. Water also began pouring out around the stem. We had to dig that valve up and repair it before addressing our leak. This took an extra 1 - 1 ½ hrs. As soon as that was repaired, we began digging up the main using the location given by the sonar, which was within 4 feet of the break. Water was pouring into the storm drain 25 feet away underground which caused undermining of the street. Because of this, we had to remove the concrete carefully as to not let it drop in the hole that was formed underneath and break the electrical and coaxial wiring that was next to our broken main. Once the concrete was out of the way, we began hydro-excavating to expose the main during which the Vaccon kept shutting down. We could not fold the boom out of the way without the hydraulics running. We worked on it for almost an hour thinking it was a fuel issue and trying to get it to run. We finally had it running long enough to get out of the way. As it turns out, the camshaft sensor was going out on it. Needless to say we had to hand dig/pump to fully expose the main. Once done we placed a repair clamp on the broken main and cleaned up. I have heard several talks of criticism on how long it took us to make this repair. This is disheartening. There is a process and guidelines you must go through before just "digging" up and fixing right away. I'm sure if we went "gung ho" and ripped through the stop light wiring we would have been labeled with other names. From start of digging to end, with cleaning up and putting equipment away, despite all the problems and hazards, I think 5 ½ hours is respectable. My guys also elected to take the time off the next day to save overtime. Moving forward to future projects, I respectfully request that any questions or concerns about operations or how things are going, at either plant for that matter, are directed to me, rather than spreading slander. I am easily accessible. Come talk to me in person or by phone. We work for you, the council and the people of David City. We are all here on the same team and need to work together.

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

Council member Trowbridge made a motion to allow the placement of a propane generator by the power plant for the 911 System (connection line from dispatch center to dispatch center). Council member Hotovy seconded the motion. Voting AYE: Council members Vandenberg, Meysenburg, Smith, Kobus, Hotovy, and Trowbridge. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to approve the Real Estate Lease between the City of David City and the David City Golf Club, Inc. Council member Trowbridge seconded the motion. Voting AYE: Council members Smith, Kobus, Meysenburg, Vandenberg, Hotovy, and Trowbridge. Voting NAY: None. The motion carried.

#### REAL ESTATE LEASE

THIS REAL ESTATE LEASE, hereinafter referred to as "Lease", is made and entered into by and between the CITY OF DAVID CITY, NEBRASKA, a Nebraska Municipal Corporation, hereinafter referred to as "City", and the DAVID CITY GOLF CLUB, INC., a Nebraska Nonprofit Corporation, hereinafter referred to as "Club".

#### WITNESSETH

The City has this day leased unto the Club and the Club has leased from the City the following described real estate, to-wit:

A tract of land in the South Half of the Northeast Quarter (S½ NE¼) of Section Thirty (30), Township Fifteen (15), North, Range Three (3), East of the 6<sup>th</sup> P.M., Butler County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of said Northeast Quarter (NE¼); thence West along the South line of said Northeast Quarter (NE¼); to the Southwest corner of said Northeast Quarter (NE¼); thence North 730.5 feet along the West side of said Northeast Quarter (NE¼); thence East 984 feet on a line parallel to and 454 feet South of the South side of Kansas Street; thence South 226 feet along the East line, extended, of Seventh (7<sup>th</sup>) Street; thence East 680 feet on a line parallel to and 680 feet South of the South side of Kansas Street to a point on the West line, extended, of Ninth (9<sup>th</sup>) Street, which point is 760 feet South of the Southeast corner of Block Twelve (12), Miles Sixth (6<sup>th</sup>) Addition; thence North 127 feet along said West side, extended, of Ninth (9<sup>th</sup>) Street; thence Northeasterly 647.5 feet to a point 159 feet South of the North line of Kansas Street; thence Easterly to a point on the East Section line of Section Thirty (30), which point is 161.83 feet South of the intersection of Section line and the North line, extended, of Kansas Street; thence South 1,010.1 feet along the East line of Section Thirty (30), to the point of beginning; said tract contains 41.65 acres, more or less, EXCLUDING the real estate lease wherein the "Park House" (Redler residence) is located hereinafter referenced as "Real Estate".

1. Term Of Lease. The term of the Lease is for fifty (50) years from the 1<sup>st</sup> day of March, 2017 to the last day of February, 2067.
2. Rental. The rental for the Real Estate is One And No/100 Dollar (\$1.00) and other valuable consideration, each year, payable on or before the 1<sup>st</sup> day of March of each year.
3. Use of Real Estate. The Club agrees that the Real Estate will be used for a golf course with a club house and cart sheds; said buildings are owned by the Club.
4. Laws And Ordinances. Club agrees to execute and fulfill all State, County, and/or City Ordinances or acts applicable to said Real Estate for the purposes for which the Real Estate is being used, and all requirements of any Federal, State, County, or City Board of Health, sanitary and Sheriff's Department for the correction, prevention, and abatement of nuisances in, upon, or connected with said Real Estate during the term at Club's expense.
5. Indemnification. Club shall defend, indemnify, and hold the City and its agents, officers, and employees harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgements, or fines arising by reason of injury or death of any person, or damage, to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs, investigator fees, and

expert fees) of any nature whatsoever arising out of Club's activities on the Real Estate or in its use or occupancy of the Real Estate regardless of where the injury, death, or damage may occur, except to the extent that such injury, death, or damage is caused by the willful misconduct of the City. The City shall give Club reasonable notice of, and an opportunity to defend against, any such claims or actions. Notwithstanding the above indemnification, Club shall give the City reasonable notice of any matter covered herein and shall forward to the City a copy of every demand, notice, summons, or other process received in any claim or legal proceeding covered hereby.

6. Insurance. Club shall, at a minimum, maintain the following insurance at the specified limits during the term of the Lease:

- a. Fire and Casualty Insurance. Club shall keep all structures and improvements located upon the Real Estate insured against all risks in an amount equal to the replacement cost thereof. Club shall insure, at its costs and expense, all of its personal property located on or at the Real Estate.
- b. Commercial, General, Liability Insurance. Commercial General Liability Insurance, endorsed to provide coverage for contractual liability.

General Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Medical Expenses (any one person)	\$ 5,000.00

7. Assignment. The Club shall not assign the Lease or sublet the Real Estate or any part thereof or make any alteration on the Real Estate except as may be mentioned herein, without consent of the City in writing, or permit or suffer same to be occupied for any business or purpose other than that purpose of which this Lease is made.

8. Public Access. Public access on the South side of the West Lake (lake located between Park Drive and Highway 15) shall be open all year from the island tee box to the West. The following signs will be posted:

"Fish At Your Own Risk"

"Golfers Have The Right-Of-Way"

A "No Trespassing" sign will be posted on the island in the West Lake. During "Youth" fishing events, the #7 tee box will be located closer to the fairway.

From October 1 through March 31, the area on the South side of the West lake, from the tee box island to the East, shall be open to the public for fishing. As previously stated the following signs will be posted:

"Fish At Your Own Risk"

"Golfers Have The Right-Of-Way"

9. Liens, Encumbrances, And Conditions. Club also agrees to keep the Real Estate free and clear from all liens or encumbrances and shall return the Real Estate to the City upon the termination of this Lease free of any encumbrances whatsoever and in as good as condition as the Real Estate is at this time.

10. Termination. Upon termination of this Lease all improvements of any permanent nature, such as buildings, shrubbery, trees, etcetera, shall remain upon said Real Estate and become the property of the City.

11. Entire Agreement. This lease constitutes the entire agreement of the parties hereto. It supersedes any prior agreements or understandings between them and is shall not be modified or amended in any manner other than as set forth herein.

IN WITNESS WHEREOF the City and the Club have hereunto set their hands the date and year hereinafter written by each.

**CITY:**  
CITY OF DAVID CITY, NEBRASKA,  
A Nebraska Municipal Corporation

**CLUB:**  
DAVID CITY GOLF CLUB, INC.,  
A Nebraska Nonprofit Corporation

\_\_\_\_\_  
By: Alan Zavodny, Mayor                      Date

\_\_\_\_\_  
by: Galen Krenk, President                      Date

ATTEST:

\_\_\_\_\_  
By: Joan Kovar, City Clerk                      Date

\_\_\_\_\_  
by:    Secretary      Date

As the plans & specs for the proposed golf course club house have not been finalized, Council member Hotovy made a motion to table consideration of the plans and specs for the proposed golf course club house to March 21<sup>st</sup>. Council member Kobus seconded the motion. Voting AYE: Council members Trowbridge, Vandenberg, Smith, Kobus, Hotovy, and Meysenburg. Voting NAY: None. The motion carried.

As the deadline for the sealed bid proposals for the Downtown & Highway 15 Improvement Projects was extended from 2:00 p.m. on March 7<sup>th</sup> to March 21<sup>st</sup>, Council

member Hotovy made a motion to table consideration of the bids received until March 21<sup>st</sup>. Council member Trowbridge seconded the motion. Voting AYE: Council members Vandenberg, Meysenburg, Smith, Kobus, Hotovy, and Trowbridge. Voting NAY: None. The motion carried.

Power Plant Supervisor Eric Betzen stated that the Power Plant Class I Operating Permit is good thru April 24, 2018. The renewal application has to be submitted to DEQ at least 6 months in advance, so now is the time to select someone to begin working on the application. Power Plant Supervisor Eric Betzen had requested and received the following three (3) proposals as follows:

Nebraska Air Quality Specialists	\$7,941
Air Regulation Consulting	\$8,050
Olsson Associates	\$8,603

Eric stated that Olsson Associates stated that assuming the air emission factors from the last permit issuance continue to represent the air emission equipment, the fee may be closer to \$7,000.

Discussion followed. Council member Trowbridge stated that he would be more comfortable if the City Council had actually received sealed bids that they could publicly open, review, and then make a decision.

Council member Trowbridge made a motion to request new bid proposals for completing the application for the Power Plant Class I Operating Permit and that the bid proposals be opened at the April 12<sup>th</sup> Council meeting. Council member Meysenburg seconded the motion. Voting AYE: Council members Vandenberg, Smith, Hotovy, Kobus, Meysenburg, and Trowbridge. Voting NAY: None. The motion carried.

Council member Trowbridge made a motion to authorize the hiring of Municipal Code Services Inc. for complete codification services to the City. Council member Smith seconded the motion. Voting AYE: Council members Kobus, Hotovy, Meysenburg, Vandenberg, Smith, and Trowbridge. Voting NAY: None. The motion carried

## MUNICIPAL CODE SERVICES, INC.

P.O. Box 164  
Neligh, NE 68756-0164  
Phone 402-887-5022 Fax 402-887-5592  
leagle@mcnallylaw.net  
joe@mcnallylaw.net

June 23, 2016

Mayor and City Council  
City of David City  
P.O. Box 191  
David City, NE 68632-0191

Mayor and Council Members:

Municipal Code Services ("the Company"), is pleased to present a proposal for complete codification services to the City of David City ("the City") as follows:

A. The Company will review and analyze your existing ordinances to ascertain that they comply with current state statutes.

B. In the event that the Company finds deficiencies in your present ordinances, we will make recommendations to cure them.

C. We will incorporate any ordinances passed by the City since its last general recodification and completely index the new recodified ordinance book. This does not include zoning ordinances or special municipal enterprise ordinances such as bond ordinances or annual appropriation ordinances, etc.

D. The Company will provide 15 ordinance books in 8-1/2" x 11" three-ring-binder format. Additional books may be purchased at a cost of \$75.00 each. We will also provide the revised code on CD-ROM in Microsoft Word or pdf for no additional charge. In addition, if you wish to put your municipal code online, we can provide it in web-ready format for no additional cost.

E. We will provide updating services for a period of one year at no charge to the City.

Municipal Code Services will provide the above services for a total sum of \$11,500.00. One-half of the total amount will be due upon delivery of the rough draft, and the other half will be due upon delivery of the final draft. If necessary, however, to meet budgetary constraints, at the option of the City such payments may be split equally between two budget years. In providing such services, we will meet with the City Council and other officials as many times as necessary to complete the work to the satisfaction of the

Council. This proposal is valid for 90 days from this date.

Successful completion from start to finish under normal circumstances is less than one year. Should the City's review of the rough draft not be completed within 18 months of execution of this contract, we will deliver the final copy of the book based upon the content of the rough draft for adoption by the City, at which time final payment will be due. There is also an additional fee in the unlikely event the City desires more than one revision of the rough draft.

After your first free year, we also provide continuing updating services for a modest charge of \$80.00 per ordinance (or per topic if an ordinance contains multiple topics) regardless of number of pages, so by utilization of our services you can always be assured of a completely up-to-date ordinance book.

We appreciate the opportunity to present this proposal to you and look forward to working with the City on this important project.

With best wishes, I am

Respectfully yours,

  
Joseph McNally  
Vice-President

ACCEPTANCE OF PROPOSAL

By motion of the City Council on March 8, 2017, the above and foregoing proposal was accepted.

CITY OF DAVID CITY, NEBRASKA

  
\_\_\_\_\_  
Mayor

ATTEST:



  
\_\_\_\_\_  
City Clerk

## AGREEMENT FOR SERVICES

Whereas the LEAGUE OF NEBRASKA MUNICIPALITIES (hereinafter the LEAGUE) has contracted with AMERICAN LEGAL PUBLISHING CORPORATION to provide Codification Services to Nebraska municipalities under the supervision of the League; therefore

The AMERICAN LEGAL PUBLISHING CORPORATION, a corporation, referred to as the COMPANY, and the MUNICIPALITY of DAVID CITY, NEBRASKA, referred to as MUNICIPALITY, hereby agree as follows:

1. The COMPANY agrees to edit, classify, and codify all ordinances of a general and permanent nature as passed in final form by the MUNICIPALITY. Such ordinances may be modified by the COMPANY to conform to a uniform usage of language. Any ordinance passed in final form after the MUNICIPALITY authorizes the COMPANY to begin the project shall not be included in the original codification, but shall be considered a part of the Supplemental Agreement contained in paragraph 16 of this Agreement. The codification shall be organized in an orderly and logical fashion according to subject matter. Each section shall be provided with section headings which accurately express the content of the section.
2. The COMPANY agrees to revise and update the existing ordinances of the MUNICIPALITY under the direction of the Municipal Governing Body. Such editorial work shall also include, but not be limited to:
  - a. Use of model ordinances drafted under LEAGUE supervision which are kept current with Nebraska legislative and judicial actions;
  - b. Statutory references to state law (where relevant);
  - c. Preparation of a comprehensive index for the entire code;
  - d. Recommendation of new ordinances to comply with statutory requirements or because of conflict in existing ordinances.
3. The COMPANY agrees to print for the BASIC CONTRACT PRICE specified in this Agreement, 20 copies of such ordinances of the MUNICIPALITY in 8.5 inch by 11 inch size code book format up to 225 pages, including necessary blank pages.
4. If the MUNICIPALITY deems it necessary to have an on-site meeting with the COMPANY, the MUNICIPALITY shall pay the reasonable pre-determined expenses of the COMPANY to travel to the MUNICIPALITY. The parties might also agree to arrange for LEAGUE staff to attend the meeting in place of COMPANY staff. The COMPANY will not charge the MUNICIPALITY any travel expenses for meeting with COMPANY representatives at any LEAGUE conferences or events.
5. The COMPANY agrees to make the final code available to the MUNICIPALITY on computer disk in a word-processing format to be mutually agreed upon.

6. The MUNICIPALITY hereby appoints Joan Kovar to be its agent and contact person to represent the MUNICIPALITY in any communication or correspondence, other than editorial meetings, which may occur between the MUNICIPALITY and the COMPANY with reference to the codification. The decision of the agent shall be binding upon the MUNICIPALITY on all matters except those which must be passed by action of the Governing Body.
7. The COMPANY agrees to provide the MUNICIPALITY a draft of the code within six months of beginning work on the project. The MUNICIPALITY agrees to return the draft and notify the COMPANY of any changes it wishes to make to the draft within two months after receipt of such draft. If the draft and proposed changes are not forwarded to the COMPANY within this two month timeframe, the COMPANY will cooperate with the MUNICIPALITY to provide assistance and answer any questions the MUNICIPALITY may have in order to accelerate this review process. If the draft and proposed changes still are not forwarded to the company after an additional two month time span, the COMPANY may notify the MUNICIPALITY that it will complete the project to the best of the COMPANY'S abilities, and any future changes will be made to the code in accordance with the Supplement Agreement provisions found in paragraph 16 of this agreement.
8. The BASIC CONTRACT PRICE, which will be deemed payment in full for all services and materials described in this Agreement and not specifically stated to be in addition to the BASIC CONTRACT PRICE, shall be \$7875.
9. In addition to the BASIC CONTRACT PRICE, there shall be a cost to the MUNICIPALITY of \$23.00 per page for all pages of the book over 225 pages. In the event the manuscript for the code should contain tables, drawings, designs, algebraic formulas, and the like, for which either engraved cuts or other methods of reproduction other than straight typography operation are required, the cost of such engravings or tabular material shall be additional to the costs enumerated in this agreement. A page is hereby defined to be one (1) side of any sheet which is included in the code book, including necessary blank pages.
10. The COMPANY shall charge the MUNICIPALITY the rate of \$55 an hour for any new ordinances submitted by the MUNICIPALITY that replace ordinances already edited by the COMPANY.
11. The MUNICIPALITY agrees to purchase 20 mechanical loose-leaf binders at a cost of \$20.00 each for heavy-duty cloth binders or \$12.00 for vinyl binders, to be provided by the COMPANY and delivered with the printed pages of the new municipal code. The cost of the binders shall be in addition to the BASIC CONTRACT PRICE.

- 12. The cost of freight or shipping from the COMPANY to the MUNICIPALITY of the completed codes in addition to the minimum amount specified in this Agreement shall be paid by the MUNICIPALITY.
- 13. The sum of the following actual and estimated amounts for services and materials shall comprise the estimated cost of this agreement:

Basic Contract Price . . . . . \$7875  
Estimated pages: 225  
Number of Binders: 20 @ \$20.00 or \$12.00 each

Initial Binder Type (Choose One): \_\_\_\_\_(Heavy- Duty) \_\_\_\_\_(Vinyl)

Shipping (minimum charge) . . . . . \$ 10.00

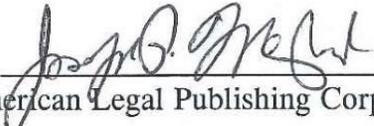
- 14. The MUNICIPALITY agrees to pay for the services and materials described in this Agreement with the following schedule based upon the estimated total cost of all codification work involved:
  - a. 25% upon signing this agreement.
  - b. 50% at the time of receiving the draft manuscript; and
  - c. The balance of any and all amounts remaining due under this Agreement shall be due upon completion of the Code.
- 15. Within 60 days of the execution of this agreement, the MUNICIPALITY shall furnish the COMPANY either typed or printed copies of all ordinances of a general and permanent nature passed in final form.
- 16. In addition, and as a Supplemental Agreement to the above, the COMPANY under LEAGUE supervision agrees to provide model ordinances based on actions taken by the Legislature in each legislative session, and to maintain a continuous update of ordinances of a permanent and general nature passed by the MUNICIPALITY after actual editing of the code begins. The update shall conform to the requirements specified in this agreement, including a continuous update of the index. The COMPANY will provide up to and including 15 pages of updates per year, with appropriately changed index, for an annual charge of \$350. Additional pages shall be \$23.00 per page. As used in this Supplemental Agreement, page shall mean one side of a sheet, including any necessary blank pages. Any part of a page which requires changing due to updating shall be deemed an entire page for billing purposes. The COMPANY will make all updating changes in the most economical way possible within its adopted method of updating. The COMPANY reserves the right to increase the annual and per-page charges for the supplemental update service, after notice to the MUNICIPALITY, to cover any increased costs of providing such service.

17. This Agreement, including the Supplemental Agreement, is terminable by either party upon written notice given to the other party at least sixty (60) days prior to the requested expiration date. Any cost incurred by the COMPANY pursuant to this Agreement shall be paid on a quantum meruit basis and the materials published shall be furnished to the MUNICIPALITY.

The MUNICIPALITY executes this Agreement by its designated official and AMERICAN LEGAL PUBLISHING CORPORATION, by proper authorized signature, agrees.

Dated this 8<sup>th</sup> day of March, 2017.

By   
Mayor/Chairperson (or designated official)

By  VICE PRESIDENT  
American Legal Publishing Corporation

Council member Smith introduced Resolution No. 11 – 2017 adopting and approving the execution of an Agency Agreement with the Department of Aeronautics of the State of Nebraska, for AIP Project No. 3-31-0025-011-2017 (CO1) to be submitted by the Department to the Federal Aviation Administration to obtain Federal Assistance for the development of the Airport. Council member Vandenberg seconded the motion. Voting AYE: Council members Kobus, Trowbridge, Hotovy, Meysenburg, Smith, and Vandenberg. Voting NAY: None. The motion carried and Resolution No. 11 - 2017 was passed and adopted as follows:

**RESOLUTION NO. 11 – 2017**

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH THE DEPARTMENT OF AERONAUTICS OF THE STATE OF NEBRASKA FOR AIP PROJECT NO. 3-31-0025-011-2017 (C01) TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of David City, Nebraska, that:

1. The City shall enter into an Agency Agreement with the Department of Aeronautics for AIP Project No. 3-31-0025-011-2017 (C01) for the purpose of obtaining Federal assistance in the development of the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of the City of David City is hereby authorized and directed to execute said Agency Agreement on behalf of the City, and the Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Passed and approved this 8<sup>th</sup> day of March, 2017.

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Mayor Alan Zavodny

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City Clerk Joan Kovar



**AGENCY AGREEMENT**  
**AIP Project No. 3-31-0025-011-2017 (C01)**

This is an agreement between the City of David City, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Aeronautics, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the David City Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Department its proposed project for the development of said airport, and that such project has been approved by the Department, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Department shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Department shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Department shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Department at all reasonable times.

- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Department shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Department for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Departmental administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Department to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Aeronautics this 1<sup>st</sup> day of March, 2017.

(SEAL)

\_\_\_\_\_  
Deputy Director

Executed by the City Council of David City this 8<sup>th</sup> day of March, 2017.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents. Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

The overhead/benefits factor will be determined annually based on an audit performed in accordance with OMB Circular A87, "Cost Principles for State, Local and Indian Tribal Governments".

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Department.

C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

D. Transportation. Actual.

Charges will be those established by Department policy for all users for operating a state automobile or using a state aircraft.

# NEBRASKA DEPARTMENT OF AERONAUTICS

Pete Ricketts  
Governor

Ronnie D. Mitchell  
Director

March 1, 2017

Ms. Joan Kovar, Interim City Administrator  
City of David City  
P.O. Box 191  
David City, Nebraska 68632-0191

Subject: David City Municipal Airport  
David City, Nebraska  
Project No. C01 (Crack Repair, Sealcoat & Marking)  
Amendment to Agency Agreement

Dear Ms. Kovar:

The City of David City passed a resolution and executed an Agency Agreement for Project No. C01. This agreement allows the Nebraska Department of Aeronautics (NDA) to act as the city's agent for this project. However, due to the Federal Aviation Administration (FAA) recommending the Sponsor initiate actions for construction, the Project No. C01, as stated, needs to be changed. The attached Amendment No.1 changes the Project No. C01 to 3-31-0025-011-2017. Please have the amendments executed and return two copies of the executed amendment. Keep one for your file.

Sincerely,

DEPARTMENT OF AERONAUTICS



Barry J. Scheinost, P.E.  
Project Management Division

Council member Smith made a motion to approve Amendment Number 1 to the Agency Agreement with the Department of Aeronautics deleting all references to Project No. C01 and replacing it with Project No. 3-31-0025-011-2017 as it has been accepted by the Federal Aviation Administration. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Trowbridge, Hotovy, Vandenberg, Kobus, and Smith. Voting NAY: None. The motion carried.

**AMENDMENT NUMBER 1**  
**TO AGENCY AGREEMENT**  
**for PROJECT NO. 3-31-0025-011-2017**

In consideration of the Federal Aviation Administration (FAA) recommending that the City of David City, Nebraska (Sponsor) initiate actions for construction of the proposed project, the Agency Agreement for Project No. C01 as accepted by the Sponsor on April 10, 2013 shall be amended as follows:

1. Delete all references to Project No. C01 and replace it with Project No. 3-31-0025-011-2017.

IN WITNESS WHEREOF, the Department and Sponsor have authorized these presents to be executed by their proper officials, as of the dates shown below.

Executed by the Nebraska Department of Aeronautics this 1<sup>st</sup> day of March 2017.

Bart J. Scheinost  
Witness

Carole B. Corman  
Deputy Director

Executed by the City of David City, Nebraska this 8<sup>th</sup> day of March 2017.

Joan Kovar  
Clerk

Dea Zavadny  
Mayor



**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="423,000.00"/>
* b. Applicant	<input type="text" value="47,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="470,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: City of David City, Nebraska  
Airport: David City Municipal  
Project Number: 3-31-0041-011-2017  
Description of Work: **Pavement Rehabilitation [Crack repair, Seal Coat & Markings]**

### Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
  
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
  
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes  No  N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes  No  N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes  No  N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes  No  N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes  No  N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes  No  N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c) Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 8<sup>th</sup> day of March, 2017.

Name of Sponsor: City of David City, Nebraska

Name of Sponsor's Authorized Official: Alan Zavodny

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of David City, Nebraska  
Airport: David City Municipal (K93Y)  
Project Number: 3-31-0025-011-2017 (C01)  
Description of Work: **Pavement Rehabilitation [Crack repair, Seal Coat & Markings]**

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).  
 Yes    No    N/A
  
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. Yes    No    N/A
  
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).  
 Yes    No    N/A
  
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
  - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
  - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. Yes    No    N/A
  
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).  
 Yes    No    N/A

Site(s) of performance of work (2 CFR § 182.230):

**Location 1**

Name of Location: David City Municipal Airport (K93Y)  
 Address: 3380 MN Road, David City, Nebraska 68632

**Location 2 (if applicable)**

Name of Location:  
 Address:

**Location 3 (if applicable)**

Name of Location:  
 Address:

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 8<sup>th</sup> day of March, 2017.

Name of Sponsor: City of David City, Nebraska

Name of Sponsor's Authorized Official: Alan Zavodny

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of David City, Nebraska

Airport: David City Municipal (K93Y)

Project Number: 3-31-0025-011-2017 (C01)

Description of Work: **Pavement Rehabilitation [Crack repair, Seal Coat & Markings]**

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes  No  N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes  No  N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

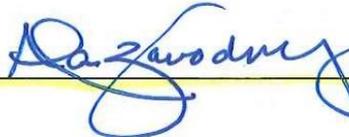
Executed on this 8<sup>th</sup> day of March, 2017.

Name of Sponsor: City of David City, Nebraska

Name of Sponsor's Authorized Official: Alan Zavodny

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of David City, Nebraska

Airport: David City Municipal (K93Y)

Project Number: 3-31-0025-011-2017 (C01)

Description of Work: **Pavement Rehabilitation [Crack repair, Seal Coat & Markings]**

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
 Yes    No    N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
 Yes    No    N/A
  
3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes    No    N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes  No  N/A
  - b. Snow Removal Equipment as contained in AC 150/5220-20.  
 Yes  No  N/A
  - c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.  
 Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 8<sup>th</sup> day of March, 2017.

Name of Sponsor: City of David City, Nebraska

Name of Sponsor's Authorized Official: Alan Zavodny

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Certification and Disclosure Regarding Potential Conflicts of Interest

### Airport Improvement Program Sponsor Certification

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Sponsor: City of David City, Nebraska

Airport: David City Municipal (K93Y)

Project Number: 3-31-0025-011-2017 (C01)

Description of Work: **Pavement Rehabilitation [Crack repair, Seal Coat & Markings]**

#### **Application**

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### **Certification Statements**

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 8<sup>th</sup> day of March, 2017.

Name of Sponsor: City of David City, Nebraska

Name of Sponsor's Authorized Official: Alan Zavodny

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Earlier in the day, Bob Wright had called the City Office to say that he did not have a proposal ready. Therefore, Council member Trowbridge made a motion to table consideration of a proposal concerning the property located at Lot 2, Block 12, Miles 5<sup>th</sup> Addition to David City. Council member Hotovy seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Kobus, Smith, Hotovy, and Trowbridge. Voting NAY: None. The motion carried.

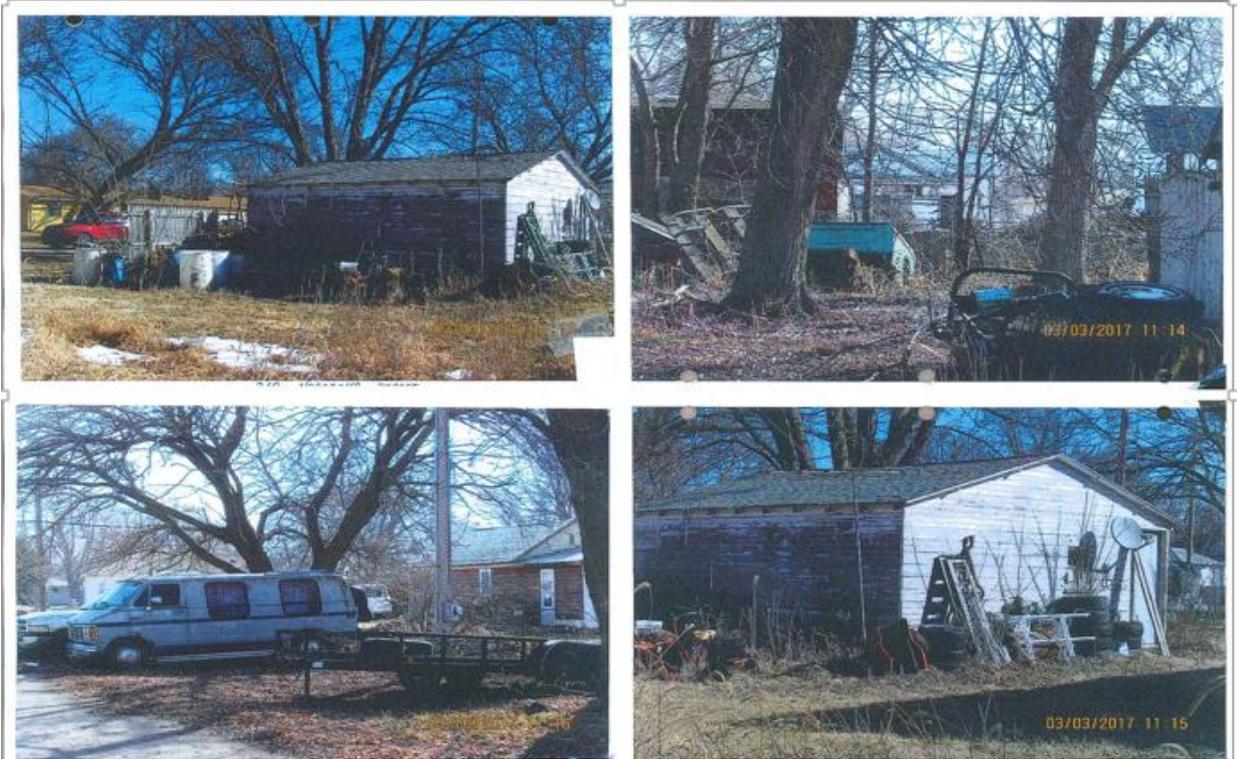
The property at 715 North 4<sup>th</sup> Street; Lots 7, 8, 9, & 10, Block 5, Original Town of David City, belonging to Kathryn D. Treat was discussed.



The City Council agreed that Rodger & Kathryn Treat had done a lot to clean up the property, however, it was still not in a satisfactory condition at this time. Rodger stated that they had returned from Colorado to fix the problem. Rodger stated: "Just tell us what to do and we will do it. We feel that we owe the citizens of David City to get the grounds back to a show place. We have removed all of the vehicles."

Council member Trowbridge made a motion to approve Resolution No. 8 – 2017 giving Kathryn Treat until 3:00 p.m. on Friday, March 10, 2017, to get the property in compliance with City Codes. Council member Meysenburg stated that he would be willing to do a final inspection of the grounds at that time on behalf of the Council. Council member Kobus seconded the motion. Voting AYE: Council members Hotovy, Smith, Meysenburg, Vandenberg, Kobus, and Trowbridge. Voting NAY: None. The motion carried and Resolution No. 8 -2017 was passed and approved as follows:





The following pictures of the property located at 230 Nebraska Street were viewed and discussed. Council member Trowbridge made a motion to declare the property at 230 Nebraska Street in violation of City Codes and they have 15 days to address the issues. Council member Smith seconded the motion. Voting AYE: Council members Kobus, Hotovy, Meysenburg, Vandenberg, Smith, and Trowbridge. Voting NAY: None. The motion carried.





The following pictures of the property located at 798 North 4<sup>th</sup> Street were reviewed. Council member Meysenburg made a motion to declare the property at 798 North 4<sup>th</sup> Street in violation of City Codes and they have 15 days to address the issues. Council member Kobus seconded the motion. Voting AYE: Council members Trowbridge, Vandenberg, Smith, Hotovy, Kobus, and Meysenburg. Voting NAY: None. The motion carried.



The following pictures of the property located at 141 North 4<sup>th</sup> Street were viewed and discussed. Council member Smith made a motion to declare the property at 141 North 4<sup>th</sup> Street in violation of City Codes and they have 15 days to address the issues. Council member Hotovy seconded the motion. Voting AYE: Council members Meysenburg, Kobus, Trowbridge, Vandenberg, Hotovy, and Smith. Voting NAY: None. The motion carried.



The following pictures of the property located at the Southwest corner of 8<sup>th</sup> & K Street were discussed. Council member Trowbridge made a motion to declare the property at the Southwest corner of 8<sup>th</sup> & K Street (Lots 1 & 4, Block 1, Litty's 2<sup>nd</sup> Addition) in violation of City Codes and they have 15 days to address the issues. Council member Smith seconded the motion. Voting AYE: Council members Kobus, Hotovy, Meysenburg, Vandenberg, Smith, and Trowbridge. Voting NAY: None. The motion carried.





The following pictures of the property located at 1070 North 8<sup>th</sup> Street were viewed and considered. Council member Hotovy made a motion to declare the property at 1070 North 8<sup>th</sup> Street in violation of City Codes and the property owner has 15 days to address the issues. Council member Trowbridge seconded the motion. Voting AYE: Council members Vandenberg, Smith, Kobus, Hotovy, Meysenburg, and Trowbridge. Voting NAY: None. The motion carried.



The following pictures of the property located at 1080 North 8<sup>th</sup> Street were viewed and discussed. Council member Hotovy made a motion to declare the property at 1080 North 8<sup>th</sup> Street in violation of City Codes and the property owner has 15 days to address the issues. Council member Meysenburg seconded the motion. Voting AYE: Council members Trowbridge, Vandenberg, Kobus, Smith, Hotovy, and Meysenburg. Voting NAY: None. The motion carried.





The following pictures of the property located at 288 South 4<sup>th</sup> Street were viewed and discussed. The trees are basically the problem as they have not been maintained. Council member Trowbridge made a motion to declare the property at 288 South 4<sup>th</sup> Street in violation of City Codes and the property owner has 15 days to address the issues. Council member Meysenburg seconded the motion. Voting AYE: Council members Hotovy, Vandenberg, Kobus, Smith, Meysenburg, and Trowbridge. Voting NAY: None. The motion carried.



Council member Vandenberg made a motion to postpone Agenda Item #25 – Consideration of recessing until March 21, 2017, at 6:30 p.m. in the City Office to just before the City Council is ready to adjourn. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Trowbridge, Hotovy, Smith, Kobus, and Vandenberg. Voting NAY: None. The motion carried.

The Butler County Development (BCD) would like a Council member to fill a vacancy on their board. It is a two year term; they meet once a month or as needed with a special meeting; typically meet the first Friday of the month at 8:00 a.m. at the Chamber. Council member Pat Meysenburg volunteered to fill the vacancy.

Council member Trowbridge made a motion to appoint Council member Pat Meysenburg to serve on the Butler County Development Board. Council member Smith seconded the motion. Voting AYE: Council members Meysenburg, Hotovy, Kobus, Smith, Vandenberg, and Trowbridge. Voting NAY: None. The motion carried.

The City Council discussed “self-storage units” that seem to be showing up in various locations around David City. There isn’t really a definition for, nor any guidelines in the General Plan, that address “self-storage units”. City Attorney was asked about this and his response follows:

Dear Joan,

This letter is in response to questions about storage containers and "Self Storage Units" raised by Councilmen Meysenburg and Trowbridge.

I belong to a Real Estate and Probate Group that exchanges various ideas in the State and a narrower group in an eight (8) County area that shares information concerning Municipalities. The Storage Containers matter is starting to raise concerns and is a newer topic. I will try and address our discussions, thoughts, and what has been happening with other Municipalities I represent and in other Municipalities around the State and near David City.

First, the Council should be aware and the owners of the Storage Containers that the same ARE taxable as "outbuildings" by the Butler County Treasurer and SHOULD be reported for real estate tax purposes. If the landowner does not report the Storage Containers, someone should be reporting them because they in most cases are not of a transitory or temporary construction type nature and need to be taxed like any storage type facility.

Second, the next question about Storage Containers is their status as an "accessory building". Should they be classified as an "accessory building"? This may come under action by the Planning Commission or action by the City council, which I will discuss hereinafter.

Third, a Village I represent has not forbidden the Storage Containers, but has addressed them from the standpoint of making sure they do not become unsightly; they are maintained; they do not become a nuisance; they should, maybe, require a permit to be in town; they should be regulated from a safety standpoint under the Village's "police powers".

Fourth, among my Municipal Attorney friends there is a belief the Municipality under its "police powers" CAN require that Storage Containers have a permit. This is the same thought that the Municipality has for requiring a permit for moving in a house, a building, a utility building sold by Sack Lumber, etc. If someone says they are "grandfathered in", it is the same thing as Omaha now requiring a permit for "food trucks". You ARE NOT making them illegal, you are requiring a permit. The same way you require a permit for a garbage hauler. "Grandfathered in" applies when you are trying to make something illegal when it was legal and a permit IS NOT doing that.

Fifth, a further extension of the "police powers" is the "health and safety powers" of the Municipality that should require these Storage Containers to be tied down, on a pad and bolted down, or in some way, shape or form prevented from blowing away in a windstorm, tornado, or floating away in a flood. Yes, this may seem "crazy" because of size and weight, but the City DOES NOT need these Storage Containers in someone's front living room because of flood or storm and we have seen such events on television happen. Such "public safety" approach is within the "police powers" and public health and safety powers" of the Municipality.

Sixth, the other Municipal Attorneys believe items Fourth and Fifth would not come before the Planning Commission for the reasons stated within those items.

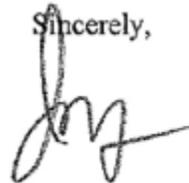
Seventh, as to the definition of "Self Storage Units"; where they should be; where they should not be, what is allowed, and/or what is not allowed. I respectfully submit should be by protocol/procedure addressed in the City's Ordinances. Namely, as follows:

- (A) The City Council because of our Ordinances need to advise the Planning Commission the Council wants to address via Ordinance definitions of “Self Storage Units” and any definition(s) needed to cover metal storage containers.
- (B) The Planning Commission needs to address where, if any place, metal storage containers will be allowed; should be allowed; are not allowed, etc.
- (C) The Planning Commission by Ordinance is the one that holds the public hearings on the same in response to the request FROM THE COUNCIL.
- (D) The City Council DOES HAVE THE RIGHT to advise the Planning Commission of the Council’s thoughts for Ordinances concerning Zoning, but the Planning Commission must be the one that initiates the Zoning guidelines in response to the requests of the City Council and is the one that has the public hearing, etc. The City needs to follow the protocol/procedure as per the Ordinances, but the Council, as stated aforesaid, CAN advise the Planning Commission to pursue areas the Council is considering and the Council would like to see pursued and addressed for Zoning purposes.

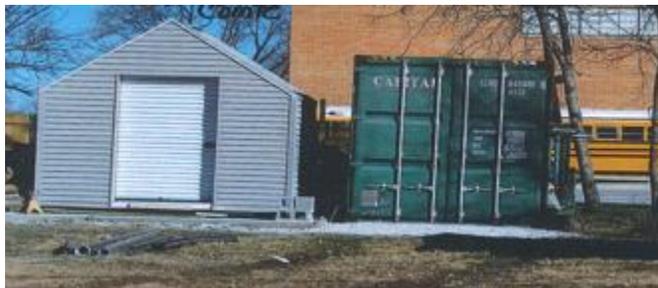
Eight, at this time I do not have a definition of “Self Storage Units” because the Municipal Attorneys felt that the Planning Commission has that responsibility. I know you think that is sort of the “chickens” way out of the issue, but it IS the proper way to address the issue.

I hope this letter gives the Council a couple of avenues to pursue with the permit route and safety route pending action by the Planning Commission.

Sincerely,



James M. Egr



Following discussion, the City Council agreed to follow the advice of City Attorney Jim Egr and ask the Planning Commission for a definition for “self-storage units”. The City Council would also like specific requirements for the “self-storage units”, such as they have to be tethered or secured down so that in case of a tornado they don’t end up in someone’s front picture window. The City Council also stated that they didn’t really want them allowed in Residential Districts. This will be referred to the Planning Commission.

Bill & Judy Dubbs, owners of E Street Discount Pharmacy, 470 E Street, were present to discuss the Downtown Renovation Project including curbs and proposed ramps. Bill Dubs also asked if they could get something in writing that says there will not be an assessment. City Clerk Kovar stated that she had that in her minutes and would give them a copy. Discussion followed.

Council member Smith made a motion to recess the council meeting until 6:30 p.m. on Tuesday, March 21, 2017 at the City Office. Council member Kobus seconded the motion. Voting AYE: Council members Vandenberg, Hotovy, Trowbridge, Meysenburg, Kobus, and Smith. Voting NAY: None. The motion carried.

Mayor Alan Zavodny declared the meeting recessed at 8:45 p.m. informing the public that the meeting will resume on Tuesday, March 21, 2017 at 6:30 p.m. at the City Office.

March 21, 2017

Mayor Zavodny called the meeting of the City Council to order at 6:30 p.m. on Tuesday, March 21, 2017 in the City Office, 557 North 4<sup>th</sup> Street, to continue the meeting of March 8<sup>th</sup>, 2017 which had been in recess.

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: Al Hottovy of Leo A. Daly, Galen Krenk, David McPhillips, Planning Commission Members Jim Vandenberg and Janis Cameron, Banner Press Editor Larry Peirce, Sewer Supervisor Kevin Betzen, Power Plant Supervisor Eric Betzen and Power Plant employee Tom Dion.

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.

Council member Smith made a motion to come back into session. Council member Trowbridge seconded the motion. Voting AYE: Council members Meysenburg, Hotovy, Kobus, Vandenberg, Trowbridge, 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  
March 8<sup>th</sup> / March 21<sup>st</sup>, 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 March 8<sup>th</sup> / 21<sup>st</sup>, 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.

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Joan Kovar, City Clerk