

**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 **12<sup>th</sup> day of August, 2015**, 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 6<sup>th</sup> day of August, 2015.

**AGENDA AS FOLLOWS:**

- |   |   |
|---|---|
| 1. <u>Roll Call;</u>  | _____<br>Mayor Alan Zavodny                 |
| 2. <u>Pledge of Allegiance;</u>   |   |
| 3. <u>Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules;</u>   | _____<br>Council President Gary L. Kroesing |
| 4. <u>Minutes of the July 8<sup>th</sup>, 2015, meeting of the Mayor and City Council;</u>  | _____<br>Council member Michael E. Rogers   |
| 5. <u>Consideration of Claims;</u>  |   |
| 6. <u>Committee and Officer Reports;</u>  |   |
| 7. <u>Update by Chad Podolak, Account Manager of Nebraska Public Power District;</u>  | _____<br>Council member Thomas J. Kobus     |
| 8. <u>Consideration of Olsson Associates Letter Agreement Amendment #1 for a part-time Resident Project Representative to oversee the water main extension to the Airport for a fee not to exceed \$20,500;</u> | _____<br>Council member Kevin N. Hotovy     |
| 9. <u>Consideration of increasing the Airport water main extension from 10" to 12" for approximately 1,740 feet near the existing terminal;</u>   | _____<br>Council member Gary D. Smith       |
| 10. <u>Update by Kevin Betzen on the conditions of the water mains, valves, and the sewer lagoons;</u>  | _____<br>Council member John P. Vandenberg  |
| 11. <u>Consideration of the proposed budgets for fiscal year October 1, 2015 – September 30, 2016;</u>  |   |
| 12. <u>Consideration of Resolution No. 14 - 2015 renewing the 2015-2016 League Association of Risk Management Property, General Liability, &amp; Workers' Compensation coverages;</u>                           | _____<br>City Clerk Joan E. Kovar           |

13. Consideration of Ordinance No. 1226 approving an increase in the water rates;  
(This passed on first reading only 7/8/15)
14. Public Hearing to consider amending Section 8.02 Radio, Television and Wireless Communication Towers to mirror the changes required by the Nebraska State Legislature;
15. Consideration of Ordinance No. 1233 amending Section 8.02 Radio, Television and Wireless Communication Towers, as passed by the Nebraska State Legislature;
16. Consideration of the proposal by Paul Essman of Capital City Concepts, LLC for a Wage Comparability Study;
17. Consideration of accepting the bid of OfficeNet, Inc. for the purchase of a Savin MPC5503 Multifunction System (Purchase/Lease);
18. Consideration of Ordinance No. 1234 setting a Cost of Living Adjustment;
19. Consideration of the overnight street parking;
20. Adjourn.

## CITY COUNCIL PROCEEDINGS

August 12, 2015

The City Council of the City of David City, Nebraska, met in open public session in the meeting room of the City Office, 557 N 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 August 6<sup>th</sup>, 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 Kroesing, Council members Kevin Hotovy, Thomas Kobus, Mike Rogers, Gary Smith, and John Vandenberg. Also present were City Attorney Jim Egr, and City Clerk / Interim City Administrator Joan Kovar.

Also present for the meeting were: Milt Bemis, Deb Dinkelman, Account Manager of NPPD Chad Podolak, Janis Cameron, Banner Press Editor Larry Peirce, Electric Supervisor Pat Hoeft, Electric Plant Supervisor Eric Betzen, Water Employees Kevin Betzen and Matt Fleming, Deputy Sheriff Marla Schnell, and Park/Auditorium Supervisor Bill Buntgen.

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.

The minutes of the July 8<sup>th</sup>, 2015 meeting of the Mayor and City Council were approved upon a motion by Council member Kroesing and seconded by Council member Vandenberg. Voting AYE: Council members Hotovy, Rogers, Kobus, Vandenberg, Smith, and Kroesing. 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 Rogers, Kroesing, Smith, Hotovy, Vandenberg, and Kobus. Voting NAY: None. The motion carried.

Mayor Zavodny stated the next agenda item was Committee and Officer Reports.

Deputy Sheriff Marla Schnell stated: "Calls were up. We had 325 calls for the month of July; it's summer though. We are watching 4<sup>th</sup> Street, 11<sup>th</sup> Street, and "O" Street; watching the traffic. We had 82 traffic stops in town; we are doing our best."

Council member Rogers stated: "I would like everyone to know that the Sheriff's department has been working on the junk cars. People are being kind and removing some of them. We are really working on the ordinances."

City Attorney Jim Egr stated: "Two things from the City Attorney standpoint. #1 - for the Council and the Mayor; Joan was served with some papers on a lawsuit called McGill versus David City Housing Authority and I got the City dismissed out of that case so we are fine. #2 - I finally got an e-mail back on the FAA. I proposed to them a lease agreement on Bryon Forney and I proposed a Memo of Understanding with Jarod Storm and we are trying to get that finalized, so that you know, because we were supposed to have something done by August 6<sup>th</sup>, or we would lose all our monies and they would come back and ask for monies, and all that; Remember that? We seem to be making progress with FAA and I just wanted to let you know we've made progress. They want more concrete wording. I tried to placate them with a Memo of Understanding that's very general, that this is what we're going to look at, but we just need more time than thirty days. So, just so you know, I don't think they'll come in and shut us down or anything."

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

Chad Podolak, Account Manager of Nebraska Public Power District, gave an update and said that there were three items that he wanted to visit about: the Capacity Agreement, extending the Wholesale Power Contract, and the Capacity Purchase Agreement. Chad presented the following material:

#### **NPPD at a Glance**

- NPPD generates, transmits and distributes electricity
- State's largest electric generating utility
  - Total 2014 operating revenues - \$1.1 billion
  - Owns 12 power plants and has operating control of 18 facilities

- (Excludes WAPA purchases and output from NC2)
- ~ 2,000 full-time employees
- Serves 50 municipalities and 25 rural public power districts with wholesale power
  - Service area covers 86 of Nebraska's 93 counties
  - Over 400 Nebraska towns receive NPPD power in one fashion or another
- NPPD owns and/or operates 33 generating facilities, which had a combined Capacity in the summer of 2014 of 3,015 megawatts.
- NPPD generates power for 403 of Nebraska's 530 cities and villages either directly or indirectly

### **NPPD's Current Financial State**

- Production Rates – “Holding the line”!
  - 0% Production Rate increases in 2014, 2015, and in the current rate plan for those signing new agreements also a 0% production rate increase for 2016, 2017, 2018 and 2019!
- Record-Breaking Annual Financial Surpluses
  - 2014 Production Surplus: \$62.1 million
  - 2014 Transmission Surplus: \$8.4 million(Key Drivers: budget reductions; market performance)
- NPPD's Bond Ratings – All Solid Investment Grade

Fitch	A+
Moody's	A1
S&P	A

### **Southwest Power Pool – Integrated Market**

- NPPD and The Energy Authority (TEA) are in the market today working on your behalf to bring value back to you.
- Diverse generation positions us well to minimize risks and maximize opportunities. Soon to have 7 different fuel types.
- New opportunities for congestion relief and excess generation.
- Thus far, the SPP market has been good for NPPD and its customers
  - 2014 NPPD realized its largest financial surplus, in part due to this new market.

### **More Than Just a Commodity – We Are One Call Away!**

- Storm recovery and operations assistance
- Equipment/parts access
- Engineering services
- Equipment testing & troubleshooting
- Economic development and energy efficiency programs
- Voice in state and federal legislative issues
- Training programs

**NPPD is focused on our future together**

#### Safe and Reliable Service

Investments we make in our system helps give your customers the reliability they expect and deserve.

#### Low Cost

Compared to other electric utility providers, NPPD's wholesale rates remain among the lowest in the region.

#### Rate Stability

Your investment in NPPD's diverse mix of low-cost generating resources, which is more than 40 percent carbon-free, positions you well now and in the future.

#### Customer Voice

You have a strong voice in NPPD's rate-making and energy supply decisions.

#### Environmental Stewardship

NPPD is committed to preserving and protecting our land, water and air for all Nebraskans.

### **Why Now and Why Long-Term Contracts?**

1. Generation Resource Planning
  - New and existing generation is a long-term commitment (60+ years).
  - Integrated Resource Plan – comprehensive model balancing Nebraska's resources, fuels, risks, opportunities and regulations to determine the optimal generation mix to deliver the lowest cost and most stable rates.
    - Focus is 20+ years
    - Key variables: load (80% of the impact), fuel costs and CO2.
  
2. Long-Term Tax Exempt Financing
  - NPPD is currently rated A to A+
  - Raters are confident in NPPD's generation mix, in particular from a cost and a diversity standpoint to meet future regulations and manage fuel price volatility.

Today – because of long-term planning focus and low financing, we have a unique and diverse generation mix that is well positioned for the future.

### **Wholesale Contract Options**

#### **Option A**

- 20 year term
- Up to 10% renewable behind the meter
- Ability to reduce if NPPD's average wholesale cost exceeds the 45<sup>th</sup> CFC percentile
- Allows NPPD to "bank" credits if NPPD is below the CFC 25<sup>th</sup> percentile
- Lowest cost option

#### **Option B**

- 20 year term
- Up to 10% renewable behind the meter
- Can reduce down to 50% with maximum of 10% per year for any reason
- Below 50% reductions can occur with exit payment
- 3% premium above Option A

### **What does the future hold?**

#### **Long-Term Competitive Prices**

- Performance component of the new contract injects a clear expectation (incentive) from customers into NPPD/s business decisions:
  - Will keep current and future Management and Board focused on cost while not compromising long-term performance
  - Incentive for NPPD to drive down costs to live deep in the lowest cost quartile
  - Current Rate Outlook (6 yrs.) for production, 0% for 2016, 2017, 2018, and 2019. 3% in 2020 and 2021 (averages ~ 1% / yr.)
  - Competing successfully in SPP's Integrated Market with diverse generation.
  - Benchmarking and continuously improving.
  - Adjusting to current business trends and customer expectations.

#### **Capacity Purchase Agreement**

- Current agreement expires in 2021. This would be extended to align with a 20 year wholesale power agreement – through 2035
- Current Agreement payment – through 12-31-2021
  - 8,800 KW x \$2.80 = ~\$295,680
- New Agreement payment in 1-1-2022 through 12-31-2015
  - 8,800 KW x \$3.00 = ~\$316,800
- Operational Payment \$.005/kWh for > 25 hours per year

- NPPD pays for all the fuel when used
- If David City reduces its purchases, this agreement may stay as is, be adjusted, or terminated by NPPD

#### **What's In It For David City?**

- A first from NPPD – a contract that has a price performance component.
- Known Capacity Purchase payment for life of new contract.
- Access and reservation for David City's load and future load growth with 30+ Nebraska generation facilities for the next 20 years.
- Low cost diverse generation mix that is well positioned for the future
- One stop shop – not only will we generate, coordinate and help deliver the power to David City's substation on a cost only based rate, we are one call away if you need help!

Contact Information:

Ken Curry:  
Vice President, Customer Services  
[kbcurry@nppd.com](mailto:kbcurry@nppd.com)  
(402) 276-7442 (cell)

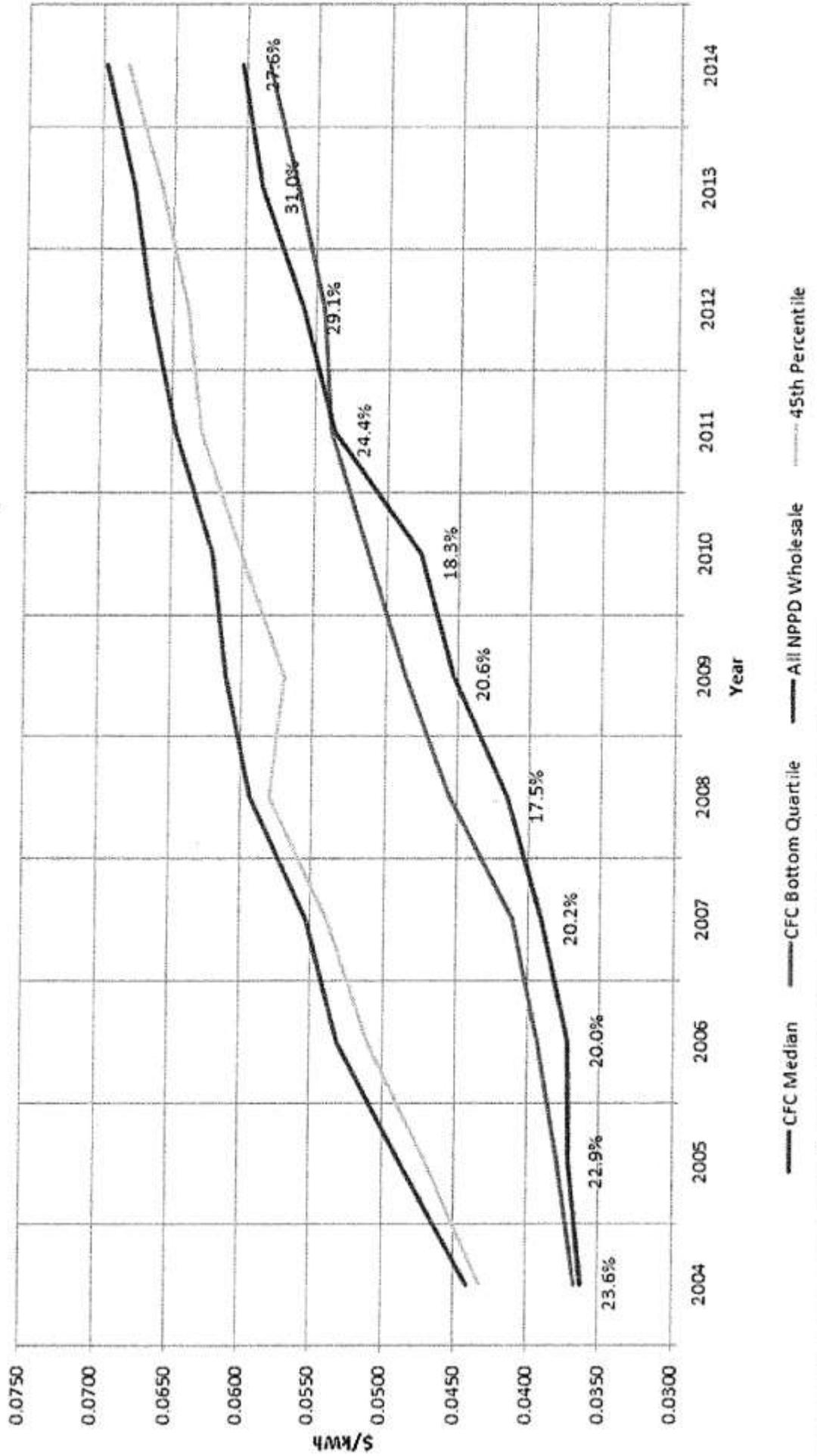
Chad Podolak:  
Wholesale Account Manager  
[cjpodol@nppd.com](mailto:cjpodol@nppd.com)  
402-276-0946 (cell)

Comparison of Provisions of Potential Contract Options

For Discussion Purposes 06/30/15

Contract Provisions	Option A: Total Requirements with a Performance Standard	Option B: Customer Option for Partial Requirements
1. Term	20 years	20 years
2. First Option to Provide Notice to Reduce	When the Performance Standard is not met	1/1/18
3. Notice Requirements to Reduce	1 calendar year	3 calendar years down to 50% level; 1 calendar year after get down to 50% level
4. First Potential Reduction	1 calendar year after data available indicating Performance Standard not met	1/1/21
5. Maximum Annual Reduction	15%/15%/20%/20%/25%/25%/25%, etc. for first, second, third, etc., time NPPD exceeds the standard	10%/year with no "banking" down to 50% level; no limit after get down to 50% level
6. Floor Level	0%	50% with no exit fee; 0% with exit fee
7. Qualifying Local Generation (QLG) used for offset purposes (Note: with all options, additional QLG can be utilized to serve load if a customer reduces)	2MW or 10% of peak load, whichever is larger (and subject to cap of 50% of peak load), w/3 month notice	Same as Option A
8. Exit Fee	None	For reductions below 50% level, Monthly Exit Fee = (RS - MV) x ER x AF, where Adjustment Factor (AF) = 1.0
9. Performance Standard	Each year, NPPD's annual average wholesale rate for customers taking this option will be below the 45 <sup>th</sup> percentile of the reported CFC power cost per kWh purchased for the same year. If in any year NPPD's average rate is below the 25 <sup>th</sup> percentile of the CFC data, then NPPD shall bank 50% of such percentile difference and can apply such amounts as an offset in future years if it exceeds the 45 <sup>th</sup> percentile. (Customer wants to purchase from NPPD unless we do not perform)	None  (Customer has flexibility to reduce for any reason)
10. Wholesale Rate	Base Rate (lowest rate)	Base Rate +3% applied to production demand and energy rates

## Purchased Power Cost per kWh, CFC Survey, Including Transmission Cost, 2004-2014, Median Sample Size = 814



Chad Podolak stated: "Our current Capacity Purchase Agreement is structured such as: when we call and ask you to run, you run, and if you can't run then we withhold payment. If we ask you to run and you don't, then we withhold payment. If you can run within 90 days after that then we can back pay you. Your monthly payment is just shy of \$25,000 a month. We were running all of our Capacity Purchase towns about July 14<sup>th</sup> and 15<sup>th</sup>. I kind of knew you guys were in a tough situation with staffing and the ability to run, so I asked, and we did not call you to run so we wouldn't start that clock. So, we're not stopping that payment knowing, likely September time frame, probably within that 90 days you'd be able to run and we'd be ok. So, I think we're managing it okay but definitely need to get to a point where we are able to run the units pretty quick. We are under the constraints right now of, you have to prove that you can run in particular during the summer months, and there's one year you'll have to prove that you can run within 10° of the hottest temperature and last year you did that, and the next year you just have to prove you can run and be within 10% of what you're signed up for and it's not really temperature driven, so that's the good thing. We have to run by the end of September. We have to get those units running within that 10% otherwise we're going to have problems we can't ignore anymore. We're doing all we can to help you and we understand your situation; kind of a unique situation I feel, hopefully one I think we can work through but we need to figure out a way to make sure we can run and run within 10% of what those units can run by the end of September. There are other options; maybe you can bring in folks from another town that run units, maybe we can help you, we just want to try to figure out all the ways we can to make sure we don't find the end of September coming and going and we weren't able to run these units and get within what they're able to put out. That's kind of where we are at. We haven't stopped payment." Mayor Zavodny stated: "I did convey to Chad that we appreciate his consideration and NPPD's in trying to help us at this junction of what's going on."

*[Note: Electric Plant Supervisor Eric Betzen was training Gary Janicek and Parker Mastny to run the engines at the Power Plant, however, both Janicek and Mastny quit. Eric had to have back surgery and the Midwest Neurosurgery & Spine Specialists in Omaha released him to return to work on July 15<sup>th</sup>, however with restrictions: no mowing or power generating. No-one else is capable of running the plant at this time.]*

Chad Podolak stated: "The SPP (Southwest Power Pool) market has actually been a good thing for NPPD. Its role in life is to build adequate transmission facilities to move power. There are really three tiers that are involved in delivering power. There are the transmission stuff that is 115, 230, or 345,000 Volts. The 230 line is our stuff; that's where we really move the bulk of the power within the SPP. There is a sub-transmission system and that's where Butler Public Power District takes it off the 230 line and drops it down to 69KV or 34,000 Volt System and bring it to your sub and then you take it from there and that is the third leg of the delivery of power. Southwest Power Pool is all about the transmission facilities, the big stuff. So at the end of the day when we build a transmission line, all the costs go to the SPP, it's shared among all the SPP members which consists of Nebraska, Kansas, Oklahoma and parts

of a few other states, and at the end of October it will also include North and South Dakota; they are going to join us. So at the end of the day, if you have a number of facilities, or particularly if you are building new facilities, in the old days that was always on our dime, now it's shared. In general, if you are building more transmission than the average member, you're probably coming out ahead. Well we have been building a lot of transmission so it's been beneficial for us.

Chad Podolak continued: "Why long term contracts now? You have about 6 years left on your current contract. There are two things that drive us in our business. As you can imagine, building power plants, maintaining power plants, is a very capital intensive proposition so there are two things, benefits that we are able to pass onto you. One is the Tax Exempt Financing and the closer we get towards the end of the contract the more the rating agencies are saying *"Wait a minute, you have an asset here that has a 30 year life. You want to amortize it over 30 years but you only have about 6 years left on your contract. Are you sure you have the ability to recover this because we are getting a little nervous?"* So they are saying *"We value your resource, we think you have a great resource fleet, but this is an issue to us."* That is part of the reason driving us to want to talk about new contracts now, along with resource plans. As we invest in existing facilities and new facilities we need to understand what load we are liable for. Do you want us to make those investments on your behalf or not? The contract allows us to understand what your desires are. There are two options for you to consider. We will be asking for your decision on extending the Wholesale Power Contract probably.....I'm hoping in a month, maybe 6 weeks, we'll have the contract actually finished and bring it back for your review and consideration, and make a decision by the end of the year."

Mayor Zavodny asked: "I know when you work in a small town you have to be a lawyer on everything, but are there some lawyers that we could work with that specialize in this to see if we are getting it, and to review it; I am assuming that you're not..."

City Attorney Egr stated: "That's not my specialty, no, but I know a couple fellows."

Mayor Zavodny asked: "That would seem to me at least to be in our best interest to have someone look at this who looks at these all the time. I don't want to offend you but I'm asking for your help in finding that person who can make sure we're protected and that."

Mayor Zavodny, regarding the Capacity Purchase Agreement, stated: "If we're going to extend and agree to these amounts, are we going to be able to find parts for the Power Plant and maintain this level or are we going to have to invest in replacing one of those 1947's or something? I know they run great now, but can we keep them running? This is a long time down the road and nobody has that good of a crystal ball. How do you feel about these amounts?"

Power Plant Supervisor Eric Betzen stated: "They run fine. Back in 2000 when we were running 400 hours a year, that was a different story, but now we're running 24, 25, 26 hours a year. I think the old ones will outlast the new ones personally because they run a lot slower. There are a few outlets yet where you can get parts from, and there are places that can specially make the parts if you need them. I feel if we stay with the 8,800 KW we should be fine. We have seven units, if one goes out and it can't be fixed that's when NPPD can say "*we'll lower your capacity and the payment or whatever*", right?"

Chad Podolak stated: "We would just net out or reduce that one, and so maybe it's not 8,800 KW maybe it's 7,800 KW. You have some flexibility."

Council member Kroesing made a motion to approve Amendment #1 for Olsson Associates to furnish a part-time Resident Project Representative to oversee the Contractor's work on the Water Main Extension to the Airport for a fee not to exceed \$20,500. Council member Hotovy seconded the motion. Voting AYE: Council members Kobus, Smith, Vandenberg, Rogers, Kroesing, and Hotovy. Voting NAY: None. The motion carried.



## LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated April 9, 2015 between the City of David City ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### PROJECT DESCRIPTION AND LOCATION

The project includes a water main utility extension design and construction administration along Highway 15, south of the intersection of 34 Road and Highway 15 and a loop along S. 11<sup>th</sup> Street/Road N and 34 Road, in David City, Nebraska. The water main will be extended from County Road 34 to south of the airport access road, a distance of approximately 1,100 linear feet. In addition, a water main loop will be installed south of S. 11<sup>th</sup> Street/Road N and Kansas Street, connecting to the existing 12-inch water main, and along 34 Road, a distance of approximately 6,600 linear feet. Locations will need to be confirmed as part of the project design and results of topographical survey.

### SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

#### CONSTRUCTION OBSERVATION

Olsson will furnish a part-time Resident Project Representative (RPR), at approximately 3 full days per week, for an anticipated construction schedule of 5 to 6 weeks. The RPR will observe the Contractor's work and perform the services listed below. The RPR shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of Olsson. This service shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the RPR are as follows:

- Conduct on-site observations of the general progress of the work to assist Project Manager in determining if the work is proceeding in accordance with the construction contract documents.
- Attend pre-construction conference and assist Project Manager in explaining administrative procedures which will be followed during construction.
- Submit to the Client construction progress reports containing a summary of the Contractor's progress, general conditions of the work, problems, and resolutions or proposed resolutions of problems.
- Verify that all construction testing conforms to the contract documents.
- Maintain a marked set of record drawings and specifications at the job site based on data provided by the Contractor. This information will be combined with information maintained by the Contractor and a master set of record documents produced.

- Before Olsson issues a Certificate of Substantial Completion, assist the Project Manager in submitting to the Contractor a punch list of observed items requiring completion or correction.
- Assist the Project Manager in conducting final inspection in the company of the Client and the Contractor, and prepare a final list of items to be completed or corrected.
- Compile data from the Contractor and from our records to prepare conforms-to-construction-records drawings. These drawings will reflect the best information available about the facility as constructed.
- Conduct a warranty inspection at eleven months after completion of the project. The project Manager will attend the inspection to review the project with the Client. Minutes will be developed from the inspection to confirm actions and schedules for corrections should any deficiencies be found.

**COMPENSATION**

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Rate Schedule and the Reimbursable Expense Schedule attached to the original Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

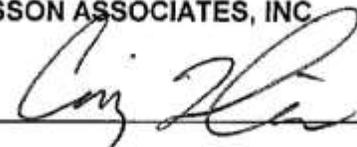
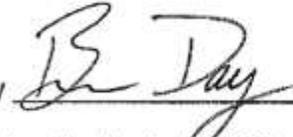
If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$20,500.00, calculated using an observation period of 3 full days per week, for an anticipated construction schedule of 5 to 6 weeks..

**TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

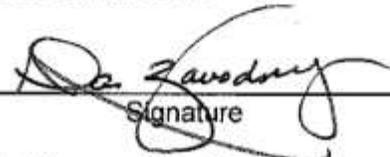
If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC**

By  By 

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

**CITY OF DAVID CITY**

By   
Signature

Printed Name Alan Zavoday

Title Mayor Dated: 8.12.2015

The Council discussed correspondence from Craig Reinsch of Olsson Associates which stated: I have coordinated with Obrist regarding the additional cost to increase the airport water main extension from 10" to 12" for approximately 1,740 feet, near the existing terminal. Using unit prices that were already established the additional cost is \$9,467.50 or 2.55% of the total project cost of \$372,000. The project would increase to \$381,467.50. Since this is a unit price project, the cost may change as we work through construction.

Council member Kroesing made a motion to approve increasing the Airport water main extension from 10" to 12" for approximately 1,740 feet near the existing terminal. Council member Smith seconded the motion. Voting AYE: Council members Kobus, Hotovy, Kroesing, Vandenberg, Rogers, and Smith. Voting NAY: None. The motion carried.

Water Employee Kevin Betzen gave an update on the condition of the water mains and provided sections of the pipe they had worked on. Kevin stated: "This cast iron pipe was thick on the bottom and thin on the top and it is breaking in 3' cracks at a time. There are porous holes inside the main and I don't know if it was a casting flaw or a production flaw; this was probably put in during our grandparent's time. This is not good; this is what worries me. We were fixing one water main break and it wasn't even 20 minutes after we got done fixing it, all of a sudden a half a block down this one cracked and started gurgling up and we worked until 11:00 o'clock that night fixing this. This was on the east side of 5<sup>th</sup> Street between "H" and "I". We also had similar problems in the alley between 5<sup>th</sup> and 6<sup>th</sup> between "N" & "O" Streets. We need to figure out a way to start fixing some of these mains and valves because we are in trouble. I am probably going to have to redirect some of my main projects that I had mapped out for you and showed to you a couple meetings ago, and take care of this 5<sup>th</sup> Street problem from basically the church corner (5<sup>th</sup> & "I" Street) where we have a new main, a new cross, at least to the Railroad Tracks (5<sup>th</sup> & "F") or Sue's Just A Buck (5<sup>th</sup> & "E" Street). There are other problems with low flow areas, but after seeing these mains, we are in trouble with that one."

Mayor Zavodny stated: "There are a couple of things that need to be said tonight and I'm going to do that now. 1) We've begun to embark on what's going to be a long and arduous process and we're going to have to have patience from the community as we slowly tackle this. The other thing that probably disappointed me somewhat significantly, and I know some of you had calls, I was actually on vacation coming down from Pike's Peak when I got a call of "*people are running around, our water department doesn't know what they are doing*" those kinds of things, and I am going to say right now, without knowing the whole story you can't make those kinds of accusations. They are dealing with what they told us; different sizing, shallow depths, things that are in that kind of conditions."

Kevin Betzen stated: "I know some of you did get calls and it upset me, but that part that was shut down on that instance was because of Obrist's tie-in that was scheduled, but they had

some problems. [Note: Obrist was energizing the new water main on "I" Street and tying in St. Joseph's Villa at 927 7<sup>th</sup>] The new main was 6' down, the old cross was 3' out of the ground, so they had to do a bunch of 45's and replace that whole cross and whole section of valves. Our problem is we don't have valves worth a crap that hold, and we had to go beyond where we thought we had to, and what 5 valves should have shut down it's taking up to 8 to 12 valves. So that part wasn't us with our main breaks, we were south of any of that".

Mayor Zavodny stated: "What I'm trying to say is, this is the start. To think that we've seen the worst, we can't promise that to anyone. When we talk about Downtown [*Renovation Project*] we have no idea what it's going to look like there."

Council member Kroesing stated that when the City puts out door notices we can't put specific times that the water will be off; that was part of the problem. Then the citizens expected the water to be back "on" exactly when the notice stated. Some citizens affected stated that they did not get any notification. The Council discussed automatic emergency notifications. Aquinas uses IRIS and David City Public School uses Blackboard. The City will check into this as this would be very helpful in situations like this.

Mayor Zavodny stated: "The message I want to give you (Kevin) though is, this Council, I'm 100% confident, has your back; I have your back. We know what you are up against. Some people are going to be unhappy, they're going to call you an idiot. What I'm asking you to do is this: every day that you get up try to make it a little bit better, and we will eventually.....Like Gary said, you can't fix 100 years of issues in a budget year, two budget years, three budget years; we are going to be dealing with this probably the next 30 – 50 years to be honest."

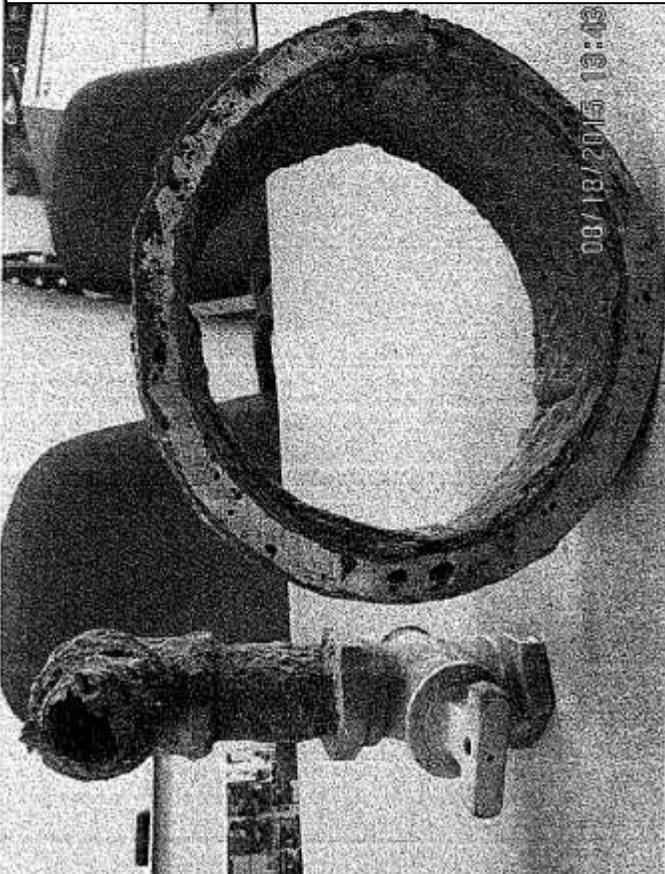
Council member Kobus stated: "You'll be dealing with them pretty quick if they keep breaking. You know, I was down there on a couple of those breaks and I watched those guys; they know what they are doing. They're up against a brick wall."

Council member Kroesing stated: "I didn't say they needed to do anything different, I just don't like the impatience out there."

The Mayor and Council all agreed that Kevin and the water department did the best job they could especially considering the problems they encountered. Kevin was told that the Mayor and Council have his back. His department is being confronted and challenged by many unforeseen problems that now have to be addressed. The public needs to be patient; we don't have the money, time, or manpower to address all of the problems at once.



Water Employee Kevin Betzen stated: "This cast iron pipe was thick on the bottom and thin on the top and it is breaking in 3' cracks at a time. There are porous holes inside the main and I don't know if it was a casting flaw or a production flaw; this was probably put in during our grandparent's time. This is not good; this is what worries me. We were fixing one water main break and it wasn't even 20 minutes after we got done fixing it, all of a sudden a half a block down this one cracked and started gurgling up and we worked until 11:00 o'clock that night fixing this. This was on the east side of 5<sup>th</sup> Street between "H" and "I". We also had similar problems in the alley between 5<sup>th</sup> and 6<sup>th</sup> between "N" & "O" Streets. We need to figure out a way to start fixing some of these mains and valves because we are in trouble. I am probably going to have to redirect some of my main projects that I had mapped out for you and showed to you a couple meetings ago and take care of this 5<sup>th</sup> Street problem from basically the church corner (5<sup>th</sup> & "I" Street) where we have a new main, a new cross, at least to the Railroad Tracks (5<sup>th</sup> & "F") or Sue's Just A Buck (5<sup>th</sup> & "E" Street). There are other problems with low flow areas, but after seeing these mains, we are in trouble with that one."



The proposed budgets for fiscal year October 1, 2015 through September 30, 2016 were presented. Mayor Zavodny stated: "We've been through this a couple times. What I would prefer for us to do this evening is to start to do strategic pinpointing."

The Mayor and Council discussed the need for a full-time Building Inspector and \$45,000 was added to Salaries & Wages for the Zoning Permit budget as well as benefit expenses. The Dana Point Subdivision was discussed briefly. Kevin Betzen stated that he met with Gilmore & Associates who are going ahead with the planning of the water and sewer and stated that they wanted to start digging by November. The David City Ball Association provided additional information on projected 2016 expenses. City Clerk Kovar displayed the proposed budgets on a Power Point presentation and the Department Heads explained any changes to their proposed budgets. Discussion was held during the presentation.

Park Supervisor Bill Buntgen stated that restrooms and a picnic shelter were the top priorities according to the recent survey.

Park Committee member Milt Bemis stated: "The Park Committee: Deb Dinkelman, Denny Kirby, Jim Witter and I, we've worked with two park managers and Council member Gary Kroesing and we need help and guidance from the Council. We were under the understanding that the Park Committee would be receiving \$150,000 a year eventually with the three legged stool (1.5 city sales tax) over the ten year period, and basically we probably have only received \$102,000 total in 5 years. What's happening is we keep getting things thrown at us. Like we mentioned, we did a survey with the people of the community and the restrooms came up as number one. The picnic shelter was discussed, and I think you're right that there might be more use of the Schweser House, picnic shelters, and that, if we had decent restrooms. RV's, do we want to develop a great RV Park down here; expand it? We offer stuff here that KOA doesn't offer, so does the City Council want this to be a destination place for campers or not, and if so, then that goes back to the restrooms, do we want showered restrooms or not? We don't know what direction to go. Look what we've got down there! We've got a walking trail, swimming pool, volleyball, tennis, basketball, fishing, track, recreation area.....we've got everything, it's wonderful here, but it's if the City Council wants to develop that down the road or not? I don't know. We've done work on ball fields, soccer fields, picnic tables, mulch on the playgrounds with matching funds, and tennis court. We've been told we can't pay necessarily for sports stuff with the soccer, baseball, and softball, and now we're seeing things come through that are being directed to us, or the sales tax, that we don't know about. We were not informed about it; like the request from the Ball Association. For five years we've met and we've been doing some little things, and yeah it's nice, but we're wondering.....four meetings a year that we've been trying to get together. What are we doing this for? Sometimes it feels like we have four different groups pulling at us, so I guess we'd like to know, what do you want from us, really?"

Mayor Zavodny stated: "My comment's not going to fit in with what you're saying but I think what you've done with what you've been able to get, I think it's going very well. The money isn't there like it was proposed it would be. Northwest Drainage was supposed to be 1.2 million and it ended up being about 2 million or something, and now Downtown Renovation....."

Milt Bemis stated: "I've heard rumors about downtown and I don't even want to say the word 8 million....."

Mayor Zavodny stated: "We can't even do downtown; there is no way. Even if we took the whole ten years and put it towards the downtown we don't have enough. We are going to have to make some decisions."

Milt Bemis stated: "I appreciate what you guys are going through. The question is, do you need us or not? Our three-legged stool is getting a little more wacko every year and it could jeopardize whether you are going to come forward and ask for the sales tax to be extended another ten years or not. People are just going to say *"you did this, did that, didn't do that"*, so just beware. "

Mayor Zavodny stated: "I want to say this very respectfully, we're focusing too much on the money part. The value that's really been added by that group.....restrooms #1 priority, and I hear people who say *"you shouldn't put any money in the auditorium"*, and others say *"gosh you have to preserve that historic building"*. So people are going to have disagreements on how we should proceed. The survey was pretty overwhelming: restrooms. So we know if we are going to enhance our park that's probably the first place we need to look and we need to shoot for that dollar amount that it's going to take, and then you look at the shelter. I know people really miss that shelter. We got \$3,000 insurance and it will probably cost more than \$20,000 to build it, and it's going to have to be engineered. We are not going to do something that down the road we are going to regret. I think you are adding value, I think maybe you guys are selling yourselves a little short. That's my opinion, you are adding value."

Discussion followed in which the Park Committee stated they didn't know anything about the matching grant of \$60,000 and the \$20,000 for the ball fields and questioned where they were supposed to come up with all of the money. Discussion followed.

The final budget hearing, and approval of, will be scheduled for September 9<sup>th</sup>.

City Clerk Kovar stated that she called the League Association of Risk Management (LARM) and questioned the new bill. Last year the Council selected the following option: *"Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2017. (180 day and 3 year commitment; 5% discount)*. Kovar questioned why the City received a new resolution to act on when the City

should be good until September 30, 2017. LARM explained that in order to once again qualify for the 5% discount the City has to add one year onto the plan.

Mayor Zavodny stated that he felt we should select the 4% discount and have the plan terminate September 30, 2017. This way, we would open this up to local bidders again at that time.

Council member Hotovy introduced Resolution No. 14 – 2015 and moved for its passage and adoption. Council member Vandenberg seconded the motion. Voting AYE: Council members Kobus, Smith, Kroesing, Vandenberg, Rogers, and Hotovy. Voting NAY: None. The motion carried and Resolution No. 14 - 2015 was passed and adopted as follows:

League Association of Risk Management  
2015 – 2016 Renewal Resolution

**RESOLUTION NO. 14 – 2015**

WHEREAS, The City of David City, Nebraska, is a member of the League Association of Risk Management (LARM);

WHEREAS, Section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOVED that the governing body of the City of David City, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2017. (180 day and 2 year commitment; 4% discount)

Adopted this 12<sup>th</sup> day of August, 2015

Signature: \_\_\_\_\_  
Title: Mayor Alan Zavodny

ATTEST: \_\_\_\_\_  
Title: City Clerk Joan E. Kovar

Ordinance No. 1226 was introduced and passed on first reading only, July 8, 2015. Council member Kroesing made a motion to suspend the statutory rule that requires an Ordinance be read on three separate days. Council member Rogers seconded the motion. Voting AYE: Council members Kroesing, Kobus, Hotovy, Vandenberg, and Rogers. Voting NAY: Council member Smith. The motion carried.

Council member Kroesing made a motion to pass and adopt Ordinance No. 1226 on the third and final reading. Council member Hotovy seconded the motion. Voting AYE: Council members Kobus, Hotovy, Kroesing, Vandenberg, and Rogers. Voting NAY: Council member Smith. The motion carried and Ordinance No. 1226 was passed on 3<sup>rd</sup> and final reading as follows:

**ORDINANCE NO. 1226**

AN ORDINANCE SETTING THE MONTHLY RATES TO BE CHARGED FOR WATER USAGE; CUSTOMER CHARGES; EFFECTIVE DATES AND RATES; REPEALING ALL PARTS OF THE MUNICIPAL CODE AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

WHEREAS, SECTION 3-101 OF THE MUNICIPAL CODE PROVIDES THAT THE GOVERNING BODY SHALL SET RATES TO BE CHARGED BY ORDINANCE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA.

**Section 1. That the following monthly rates and customer charges shall become effective November 19, 2015 . (Water used October 19<sup>th</sup> – November 19<sup>th</sup> , billed in November, and due December 1<sup>st</sup> - 10<sup>th</sup> )**

**For 5/8" by 3/4" meters:** (Approximately an 11% increase overall)  
Customer charge of \$25.60 per month (no water usage included)  
and \$3.07 per 1,000 gallons for First 10,000  
and \$3.49 per 1,000 gallons Over 10,000

**For 3/4" meters:**  
Customer charge of \$32.20 per month (no water usage included)  
and \$3.07 per 1,000 gallons for First 10,000

and \$3.49 per 1,000 gallons Over 10,000

**For 1" meters:**

Customer charge of \$32.20 per month (no water usage included)  
and \$3.07 per 1,000 gallons for First 10,000  
and \$3.49 per 1,000 gallons Over 10,000

**For 1 ½" meters:**

Customer charge of \$64.20 per month (no water usage included)  
and \$3.07 per 1,000 gallons for First 10,000  
and \$3.49 per 1,000 gallons Over 10,000

**For 2" meters:**

Customer charge of \$191.40 per month (no water usage included)  
and \$3.07 per 1,000 gallons for First 10,000  
and \$3.49 per 1,000 gallons Over 10,000

**For 3" meters:**

Customer charge of \$270.25 per month (no water usage included)  
and \$3.07 per 1,000 gallons for First 10,000  
and \$3.49 per 1,000 gallons Over 10,000

**For 4" meters:**

Customer charge of \$270.25 per month (no water usage included)  
and \$3.07 per 1,000 gallons for First 10,000  
and \$3.49 per 1,000 gallons Over 10,000

**Section 2. That the following monthly rates and customer charges shall become effective November 19, 2016. (Water used October 19<sup>th</sup> – November 19<sup>th</sup>, billed in November, and due December 1<sup>st</sup> - 10<sup>th</sup>)**

**For 5/8" by 3/4" meters:** (Approximately a 10% increase overall)

Customer charge of \$28.50 per month (no water usage included)  
and \$3.41 per 1,000 gallons for First 10,000  
and \$3.87 per 1,000 gallons Over 10,000

**For 3/4" meters:**

Customer charge of \$35.75 per month (no water usage included)  
and \$3.41 per 1,000 gallons for First 10,000  
and \$3.87 per 1,000 gallons Over 10,000

**For 1" meters:**

Customer charge of \$35.75 per month (no water usage included)  
and \$3.41 per 1,000 gallons for First 10,000  
and \$3.87 per 1,000 gallons Over 10,000

**For 1 ½" meters:**

Customer charge of \$71.25 per month (no water usage included)  
and \$3.41 per 1,000 gallons for First 10,000  
and \$3.87 per 1,000 gallons Over 10,000

**For 2" meters:**

Customer charge of \$212.50 per month (no water usage included)  
and \$3.41 per 1,000 gallons for First 10,000  
and \$3.87 per 1,000 gallons Over 10,000

**For 3" meters:**

Customer charge of \$300.00 per month (no water usage included)  
and \$3.41 per 1,000 gallons for First 10,000  
and \$3.87 per 1,000 gallons Over 10,000

**For 4" meters:**

Customer charge of \$300.00 per month (no water usage included)  
and \$3.41 per 1,000 gallons for First 10,000  
and \$3.87 per 1,000 gallons Over 10,000

Section 3. The monthly rates to be charged for water usage and customer charges will be reviewed by the City Council on as needed basis;

Section 4. That any other ordinance or section of any ordinance passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

Section 5. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED this 12<sup>th</sup> day of August, 2015.

(ATTEST)

\_\_\_\_\_  
Mayor Alan Zavodny

\_\_\_\_\_  
City Clerk Joan Kovar

Mayor Zavodny opened the Public Hearing at 9:09 p.m. to consider amending Section 8.02 Radio, Television and Wireless Communication Towers, as passed by the Nebraska State Legislature. There being no comments, Mayor Zavodny closed the Public Hearing at 9:10 p.m.

Council member Vandenberg introduced Ordinance No. 1233 amending Section 8.02 Radio, Television and Wireless Communication Towers, as passed by the Nebraska State Legislature. Mayor Zavodny read Ordinance No. 1233 by title. Council member Kroesing made a motion to suspend the statutory rule that requires an Ordinance be read on three separate days. Council member Smith seconded the motion. Voting AYE: Council members Kroesing, Hotovy, Vandenberg, Kobus, Smith, and Rogers. Voting NAY: None. The motion carried.

Council member Smith made a motion to pass and adopt Ordinance No. 1233 on the third and final reading. Council member Kroesing seconded the motion. Voting AYE: Council members Rogers, Vandenberg, Smith, Hotovy, Kobus, and Kroesing. Voting NAY: None. The motion carried and Ordinance No. 1233 was passed on 3<sup>rd</sup> and final reading as follows:

**ORDINANCE NO. 1233**

**AN ORDINANCE TO AMEND ZONING ORDINANCE NO. 1060 BY CHANGING SECTION 8.02 RADIO, TELEVISION AND WIRELESS COMMUNICATION TOWERS, AS PASSED BY THE NEBRASKA STATE LEGISLATURE; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.**

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

Section 8.02     Radio, Television and Wireless Communication Towers  
8.02.01        **Intent:**

Based upon the Communications Act of 1934, as amended by the Telecommunications Act of 1996 and the Spectrum Act of 2012 (the Act) grants the Federal Communications Commission (FCC) exclusive jurisdiction over certain aspects of telecommunication services. This section is intended to regulate broadcast towers, telecommunications facilities and antennas in the City in conformance with the Act without prohibiting or tending to prohibit any person from providing wireless telecommunication service. It is the intent of the City Council to regulate telecommunication facilities, towers and antennas in the City to protect residential areas and land uses from the potential adverse impacts caused

by the of installation of towers and antennas through careful design, siting, and camouflaging; to promote and encourage shared use/collocation of towers and other antenna support structures rather than allow the construction of additional single use towers; to avoid potential damage to property caused by towers, telecommunications facilities and antennas by ensuring such structures are soundly and carefully designed, constructed, modified, maintained, repaired and removed when no longer used or are determined to be structurally unsound; and to ensure that towers and antennas are compatible with surrounding land uses.

8.02.02      **Definitions:**

All terms in this Section which are not specifically defined herein shall be construed in accordance with the Communications Act of 1934, the Telecommunications Act of 1996, the Spectrum Act of 2012 and the Rules and Regulations of the Federal Communications Commission (FCC). As used in this Section, the following terms shall have the following meanings:

**BASE STATION** shall mean a structure that supports or houses an antenna, transceiver, or other associated equipment that constitutes part of a base station at the time that the application is filed.

**BROADCASTING TOWER** shall mean a structure for the transmission or broadcast of radio, television, radar, microwaves or other electromagnetic frequencies which exceeds the maximum height permitted in the district in which it is located; provided, however, that noncommercial towers not exceeding 50 feet in height shall not be considered broadcast towers.

**COLLOCATION** shall mean the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.

**CONFORMING COMMERCIAL EARTH STATION** shall mean a satellite dish which is two meters or less in diameter and is located in an area where commercial or industrial uses are generally permitted under this regulation.

**ELIGIBLE FACILITIES REQUEST** is defined as any request for modification of an existing wireless tower or base station that involves (a) collocation of new transmission equipment; (b) removal of transmission equipment; or (c) replacement of transmission equipment.

**IN WRITING** refers to the means in which an applicant for a telecommunications tower is notified. The "in writing" clause has been defined to include the minutes of the governing body's proceedings including finding of fact.

**OWNER** shall mean any person with a fee simple title or a leasehold exceeding ten years in duration to any tract of land within the zoning jurisdiction of the City who desires to develop, construct, modify, or operate a tower upon such tract of land.

**REPLACEMENT** shall mean the removal and upgrade of transmission equipment and not the structure on which it is located.

**SPECIFIC AND ABSOLUTE TIMEFRAME:** this refers to the timeframe allowed for processing a telecommunication applications under Section 6409 (a) of the Spectrum Act of 2012.

**STEALTH:** Any telecommunications facility, tower, or antenna which is designed to enhance compatibility with adjacent land uses, including, but not limited to, architecturally screened roof-mounted antennas, antennas integrated into architectural elements, and towers designed to look other than a tower, such as light poles, power poles and trees.

**TELECOMMUNICATIONS FACILITIES** shall mean any cables, wires, lines, wave guides, antennas, or any other equipment or facilities associated with the transmission or reception of communications which a person seeks to locate or has installed upon or near a tower or antenna support structure. However, telecommunications facilities shall not include: a. Any Conforming Commercial Earth Station antenna two meters or less in diameter. b. Any earth station antenna or satellite dish antenna of one meter or less in diameter.

**TOWER** shall mean any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities.

**TOWER OWNER** shall mean any person with an ownership interest of any nature in a proposed or existing tower.

**TRANSMISSION EQUIPMENT:** any equipment that facilitates transmission for any Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas and other relevant equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and backup power supply.

### 8.02.03 Tower Construction Standards

Listed below are tower construction standards.

1. Towers shall be permitted conditional uses of land in only those zoning districts where specifically listed and authorized in this regulation.
2. No person shall develop, construct, modify or operate a tower upon any tract of land within the zoning jurisdiction of the City prior to approval of its application for a Tower Development Permit by the City Council and issuance of the permit by the City.
3. All towers, telecommunications facilities and antennas on which construction has commenced within the zoning jurisdiction of the City after the effective date of this Ordinance shall conform to the Building Codes and all other construction standards set forth by City, County, federal, and state laws and applicable American National Standards Institute (ANSI) standards. Upon completion of construction of a tower and prior to the commencement of use, an engineer's certification that the tower is

structurally sound and in conformance with all of the aforementioned applicable regulatory standards shall be filed in the Zoning Office.

**8.02.04 Application to develop a Tower**

1. Prior to commencement of development or construction of a tower, an application shall be submitted to the Zoning Office for a Tower Development Permit and shall include the following:
  - A. Name, address, and telephone number of the owner and if applicable, the lessee of the tract of land upon which the tower is to be located. Applicants shall include the owner of the tract of land and all persons having an ownership interest in the proposed tower. The application shall be executed by all applicants.
  - B. The legal description and address of the tract of land on which the tower is to be located.
  - C. The names, addresses and telephone numbers of all owners of other towers or useable antenna support structures within a one mile radius of the proposed tower, including publicly and privately owned towers and structures.
  - D. An affidavit attesting to the fact that the applicant has made diligent but unsuccessful efforts to obtain permission to install or collocate the applicants telecommunications facilities on a tower or useable antenna support or written technical evidence from an engineer that the applicants telecommunications facilities cannot be installed or collocated on another tower or useable antenna support structure.
  - E. Written technical evidence from an engineer that the proposed tower will meet the established Building Code, and all other applicable construction standards set forth by the City Council and federal and state and ANSI standards.
  - F. Color photo simulations showing the proposed location of the tower with a photo-realistic representation of the proposed tower as it would appear viewed from the nearest residentially used and/or zoned property and nearest roadway, street or highway.
  - G. Descriptions and diagrams of the proposed tower, telecommunications facilities and/or antenna, manufacturers literature, appurtenances such as buildings, driveways, parking areas, and fences or other security enclosures with significant detail to allow persons reviewing the application to understand the kind and nature of the proposed facility.
  - H. The application, based upon the specific and absolute timeframe established by the FCC, shall be processed and decided within 60 days of the application becoming completed. However, the 60 day application processing period may be extended only:
    - i. By mutual agreement between the City of David City and the applicant, or
    - ii. By City of David City's determination that the application is incomplete.
      1. If City of David City deems the application to be incomplete, the City shall notify the applicant of the incompleteness within 30 days of the initial filing.
      2. The City shall clearly and specifically delineate writing the missing information.

3. The clock shall resume when the information is provided, but may tolled again if City of David City notified the applicant within 10 days that the application remains incomplete.
  4. The City shall not request new information beyond what is already required.
- iii. If the application is not acted upon within 60 days the application shall be deemed to be approved by the governing body.

8.02.05

**Setbacks and Separation or Buffer Requirements**

Listed below are setbacks and separation requirements for towers and exception to height restriction of towers.

1. All towers up to 50 feet in height shall be setback on all sides a distance equal to the underlying setback requirement in the applicable zoning district. Towers in excess of 50 feet in height shall be set back one additional foot for each foot of tower height in excess of 50 feet. The height of the tower shall be measured from the grade at the foot of the base pad to the top of any telecommunications facilities or antennas attached thereto. Setback requirements shall be measured from the base of the tower to the property line of the tract of land on which it is located.
2. Freestanding and guyed towers shall be located so that the distance from the base of the tower to any adjoining property line or the supporting structure of a separate neighboring tower is a minimum of 100 percent of the tower height.
3. Towers exceeding 100 feet in height may not be located in any residentially zoned district and must be separated from all residentially zoned districts and occupied structures other than those utilized by the tower owner, by a minimum of 200 feet or 100 percent (100%) of the height of the proposed tower, whichever is greater.
4. Towers of 100 feet or less in height may be located in residentially zoned districts provided said tower is separated from any residential structure, school, church, and/or occupied structures other than those utilized by the tower owner, by a minimum of 100 percent (100%) of the height of the tower.
5. Towers must meet the following minimum separation requirements from other towers:
  - A. Monopole tower structures shall be separated from all other towers, whether monopole, self-supporting lattice, or guyed by a minimum of 750 feet.
  - B. Self-supporting lattice or guyed towers shall be separated from all other self-supporting lattice or guyed towers by a minimum of 1,500 feet.
6. Towers shall be held to all height requirements as prescribed in the Airport Hazard Area District.
7. As part of its conditional use approval process, the Planning Commission and City Council of Commissioners may, after public notice and hearing, permit the tower to exceed the height restrictions otherwise allowable in the district.

8.02.06

**Structural Standards for Towers Adopted**

The *Structural Standards for Steel Antenna Towers and Antenna Supporting Structures*, 1991 Edition (ANSI/EIA/TIA 222-E-1991) is hereby adopted, together with any amendments thereto as may be made from time to time, except such portions as are

hereinafter deleted, modified, or amended by regulation and set forth in this Article of the Zoning Regulation.

**8.02.07 Illumination and Security Fences**

1. Towers shall not be artificially lighted except as required by the Federal Aviation Administration (FAA). In cases where there are residential uses/zoned properties within a distance of 300% of the height of the tower, any tower subject to this Section shall be equipped with dual mode lighting.
2. All self-supporting lattice or guyed towers shall be enclosed within a security fence or other structure designed to preclude unauthorized access. Monopole towers shall be designed and constructed in a manner which will prevent, to the extent practical, unauthorized climbing of said structure.

**8.02.08 Exterior Finish**

Towers not requiring FAA painting or marking shall have an exterior finish which enhances compatibility with adjacent land uses, subject to review and approval by the Planning Commission as part of the application approval process. All towers which must be approved as a conditional use shall be stealth design unless stealth features are impractical or the cost of such features represents an undue burden on the applicant.

**8.02.09 Landscaping**

All tracts of land on which towers, antenna support structures, telecommunications facilities and/or antennas are located shall be subject to the landscaping requirements of the City.

**8.02.10 Prohibitions**

According to the FCC, "A state or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station."

**8.02.11 Substantial Change**

City of David City may only require an amended conditional use permit for changes/modifications on a telecommunication tower/system that are defined by the FCC as substantial.

1. **Substantial Change** shall mean any of the following:

- A. Towers outside the public right-of-way, a “substantial change”
    - Increases the height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater, or
    - Protrudes from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.
  - B. Towers in the right-of-way, and all base stations, a “substantial change”
    - Increases the height of the tower or base station by more than 10% or 10 feet, whichever is greater, or
    - Protrudes from the edge of the structure more than 6 feet
  - C. All Towers and base stations, a substantial change:
    - involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;
    - entails any excavation or deployment outside the current site of the tower or base station;
    - defeats the existing concealment elements of the tower or base station; or
    - does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to any of the “substantial change” thresholds identified above.
2. **Changes in Height**
- A. Changes in height are to be measured from the original support structure in cases where the deployments are or will be separated horizontally.
  - B. In other circumstances, changes in height are to be measured from the dimensions of the original tower or base station and all originally approved appurtenances, and any modifications approved prior to the passage of the Spectrum Act.
  - C. Note, the changes are measured cumulatively; otherwise a series of small changes could add up to a cumulative change that exceeds the “substantial change” threshold.

8.02.12

**Inspections**

The City of David City reserves the right to conduct inspection of towers, antenna support structures, telecommunications facilities and antenna upon reasonable notice to the tower owner or operator to determine compliance with this Section and to prevent structural and equipment failures and accidents which may cause damage, injuries or nuisances to the public. Inspections may be made to determine compliance with any construction standards set forth by the city, federal, and state law or applicable ANSI standards. Inspections shall be made by either an employee of the City’s Zoning Office, Zoning Administrator, or a duly appointed independent representative of the City.

8.02.13

**Maintenance**

The towers, antenna support structures, telecommunications facilities and antennas shall at all times be kept and maintained in good condition, order and repair so that the same does not constitute a nuisance to or a danger to the life or property of any person or the public.

**8.02.14 Abandonment**

If any tower shall cease to be used for a period of one year, the Zoning Office shall notify the tower owner that the site will be subject to determination by the Zoning Administrator that the site has been abandoned. Upon issuance of written notice to show cause by the Zoning Administrator, the tower owner shall have 30 days to show preponderance of evidence that the tower has been in use or under repair during the period of apparent abandonment. In the event the tower owner fails to show that the tower has been in use or under repair during the relevant period, the Zoning Administrator shall issue a final determination of abandonment of the site and the tower owner shall have 75 days thereafter to dismantle and move the tower. In the event the tower is not dismantled and removed, the tower shall be declared a public nuisance by the Zoning Administrator, or his/her designee and a written request shall be directed to the City Attorney to proceed to abate said public nuisance pursuant to authority of the Revised Nebraska State Statutes and City of David City codes, and charge the costs thereof against the real estate on which the tower is located or the owner of record of the said real estate.

**8.02.15 Approval Denial Procedures for Tower Development Permit**

1. Any decision to deny an application to place, construct or modify a wireless facility must be "in writing" and supported by substantial evidence contained in a written record.
2. The regulation of placement, construction, and modification of personal wireless services facilities by City of David City shall not unreasonably discriminate among providers of functionally equivalent services;
3. The regulation of the placement, construction, and modification of personal wireless service facilities by City of David City shall not prohibit or have the effect of prohibiting the provision of personal wireless services;
4. City of David City shall not regulate the placement, construction, or modification of personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such emissions comply with FCC regulations.

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

PASSED AND APPROVED THIS 12<sup>th</sup> day of August, 2015.

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Mayor Alan Zavodny

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City Clerk Joan Kovar

The City had discussed hiring a firm to conduct a salary survey. City Clerk Kovar presented the following proposal:

CAPITAL CITY CONCEPTS, LLC  
the COMPARABILITY DATA COMPANY

SCOPE OF SERVICES AND ASSOCIATED COSTS

A. OBJECTIVE

To establish pay lines for all employees of David City. Pay lines that are comparable to the prevalent wage rates within a selected labor market. If the CIR study is chosen, also to meet the requirements of the Nebraska Statute 48-818. Of course, current Commission of Industrial Relations standards would be used to exhibit benefit information.

B. PROCESS

1. A management review of current job descriptions to ensure that the descriptions reflect work being performed.
2. Select survey sources. Seven Survey sources will be selected by consultant, with consultation fro, City.
3. Design survey package. Consultant will design survey instrument to fit City of David City information needs.
4. Establish data collection schedule. With some initial contact provided by City of David City. Consultant will make contact with array members.
5. Collect data and informational material from each input.
6. Analyze data, using established Commission criteria.
7. Compute findings.
8. Issue reports.

C. PROJECT COSTS

1. Wage / Benefit Market Study                      \$10,000.00\*

2. Wage / Benefit CIR Study \$12,000.00\*

3. Payment in full after report issued.

\* Expenses for travel, word processing, postage, phone calls and the like.

D. PROJECT TIME LINE

This part of the project is dependent upon job description update. The wage study can be completed approximately 90 days after Step B (1) is finished.

E. PROJECT CONSULTANTS

Paul W. Essman  
Capital City Concepts L.L.C.  
528 South 13<sup>th</sup>, Suite 1  
Lincoln, NE 68508  
(402) 475-4994

Mayor Zavodny was a little uncomfortable having an open ended proposal and stated: "I think what we should do is to table it for this month and for September ask him to put in an amount "not to exceed" for expenses; we need a ceiling number."

Council member Smith made a motion to table consideration of the proposal by Paul Essman of Capital City Concepts, LLC for a wage comparability study. Council member Kobus seconded the motion. Voting AYE: Council members Rogers, Vandenberg, Kroesing, Smith, Hotovy, and Kobus. Voting NAY: None. The motion carried.

The following bids were received:

Photo Copier Quotes - 2015 Company	Outright Purchase Price	Lease Price - 24 mo	Lease Price - 36 mo	Lease Price - 48 mo	Lease Price - 60 m	B&W Prints	Color Prints
Capital Business Systems Ricoh MP C5503 - 55 ppm Black to Color Multifunction System Fax/Internal Finisher/Punch Unit Scanner					\$230.00	\$0.0090 20000 copies = \$180.00	\$0.0680
OfficeNet, Inc. Savin MPC5503 - 55 ppm Black to Color Multifunction System Fax/Internal Finisher/Punch Unit Scanner	\$11,632.00 Take \$500 off for trade-in of Savin 8045espf	\$469.77 Total after 24 months = \$11,274.48	\$317.26 Total after 36 months = \$11,421.36	\$266.05 Total after 48 months = \$12,770.40	\$225.98 Total after 60 months = \$13,558.80	\$0.0073 20000 copies = \$146.00 Quarterly	\$0.0510
Even if the copier is purchased outright - we would still have a maintenance agreement based on the number of copies that we run!!! That is what we have been doing with our current copy machine!!!							
Eakes Office Solutions Sharp MX-S141N - 51 ppm Inner Finisher/Fax/Punch Unit Scanner	\$9,455.00	\$417.18 Total after 24 months = \$10,012.32	\$284.68 Total after 36 months = \$10,248.48	\$218.48 Total after 48 months = \$10,487.07	\$178.80 Total after 60 months = \$10,728.00	\$0.0086 20000 copies = \$172.00	\$0.00423

*General Fund has \$5,000 in the current budget that could be used toward this purchase*

Council member Smith made a motion to lease the Savin MPC5503 – 55 ppm, Black to Color Multifunction System. Council member Kobus seconded the motion. Voting AYE: Council members Rogers, Vandenberg, Kroesing, Hotovy, Smith, and Kobus. Voting NAY: None. The motion carried.

Council member Rogers suggested a 3% Cost of Living Adjustment which would go into effect on September 24, 2015.

Mayor Zavodny stated: “At the risk of offending the employees that I appreciate tremendously, I would feel a little more comfortable with 2% at this juncture and then see what our salary comparison study does. 3% seems higher than what I’ve been tracking.”

Council member Rogers stated: “You know, with the way everybody’s working, I feel more comfortable with the 3%, I think they deserve it, they earn it every day. I know a lot of places are going with 2% but a lot of the places don’t do what we do.”

Council member Kobus introduced Ordinance No. 1234 adopting a three percent (3%) Cost of Living Adjustment. Mayor Zavodny read Ordinance No. 1234 by title. Council member Rogers made a motion to suspend the statutory rule that requires an Ordinance be read on three separate days. Council member Smith seconded the motion. Voting AYE: Council members Kroesing, Rogers, Hotovy, Vandenberg, Kobus, and Smith. Voting NAY: None. The motion carried.

Council member Smith made a motion to pass and adopt Ordinance No. 1234 on the third and final reading. Council member Kroesing seconded the motion. Voting AYE: Council members Smith, Kobus, Vandenberg, Hotovy, Rogers, and Kroesing. Voting NAY: None. The motion carried and Ordinance No. 1234 was passed on 3<sup>rd</sup> and final reading as follows:

**ORDINANCE NO. 1234**

AN ORDINANCE ADOPTING A THREE PERCENT (3%) COST OF LIVING ADJUSTMENT (COLA) FOR FULL-TIME AND PERMANENT PART-TIME EMPLOYEES; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

SECTION 1. The Mayor and City Council of David City, Nebraska, do hereby establish and fix the pay scales and salaries for the following positions for the appointed officers and employees of the City of David City, Nebraska:

Full-Time Staff (Hourly Rate of Pay)

STEP	Probationary	6 mo.	1	2	3	4	5	6	7	8	9	10	11	12	13
<u>Office Staff</u>															
Clerical I	10.54	10.78	11.02	11.27	11.52	11.77	12.05	12.31	12.59	12.89	13.17	13.46	13.76	14.09	14.38
Acct Clerk I	12.84	13.14	13.43	13.73	14.06	14.35	14.68	15.02	15.36	15.70	16.05	16.41	16.78	17.15	17.54
Acct Clerk II	14.99	15.32	15.66	16.00	16.38	16.74	17.12	17.51	17.90	18.28	18.70	19.12	19.56	19.99	20.44
(incl .50/hr CMC) (Ord. 1192)	14	15	16	17	18	19	20	21	22	23	24	25			
	20.91	21.38	21.87	22.36	22.87	23.38	23.92	24.45	25.00	25.55	26.13	26.72			

STEP	Probationary	6 mo.	1	2	3	4	5	6	7	8	9	10	11	12	13
<u>Utility Staff</u>															
Power Plant Op I	13.23	13.52	13.81	14.14	14.46	14.77	15.12	15.45	15.80	16.16	16.51	16.89	17.27	17.66	18.06
Power Plant Op II	16.59	16.95	17.35	17.73	18.13	18.54	18.96	19.37	19.82	20.26	20.72	21.19	21.66	22.13	22.64
Power Plant Op III	17.05	17.45	17.82	18.22	18.63	19.06	19.50	19.92	20.36	20.84	21.30	21.78	22.27	22.77	23.28
Apprentice Lineman	14.65	14.96	15.32	15.66	15.99	16.37	16.73	17.11	17.49	17.89	18.27	18.70	19.11	19.55	19.98
Line worker II	19.23	19.65	20.10	20.55	21.01	21.48	21.97	22.45	22.97	23.49	24.02	24.56	25.11	25.68	26.25
Line worker I	20.21	20.67	21.13	21.60	22.09	22.58	23.10	23.62	24.15	24.69	25.26	25.81	26.40	26.99	27.60

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Line Foreman	21.78	22.27	22.76	23.27	23.78	24.34	24.87	25.43	26.01	26.60	27.21	27.82	28.44	29.08	29.74
Water/Sewer Op I	12.55	12.88	13.16	13.44	13.75	14.07	14.37	14.70	15.04	15.37	15.73	16.06	16.43	16.80	17.17
WA/SE Op I w Gr VI	13.32	13.63	13.93	14.24	14.57	14.88	15.22	15.56	15.91	16.28	16.64	17.02	17.40	17.79	18.19
WA/SE Operator II	15.19	15.52	15.87	16.24	16.60	16.96	17.36	17.74	18.14	18.55	18.97	19.38	19.83	20.28	20.73
WA/SE Op II w Gr VI	15.90	16.28	16.64	17.00	17.40	17.78	18.18	18.59	19.01	19.44	19.88	20.32	20.79	21.24	21.73
WA/SE Op III w Gr VI	18.18	18.59	19.01	19.44	19.88	20.32	20.79	21.24	21.72	22.21	22.70	23.23	23.74	24.28	24.82
Waste Water Plt Op	17.16	17.55	17.94	18.34	18.77	19.19	19.62	20.05	20.50	20.97	21.43	21.93	22.36	22.93	23.43

STEP	Probation	6 mo	1	2	3	4	5	6	7	8	9	10	11	12	13
<b>City Maint. Staff</b>															
Laborer I	10.54	10.78	11.02	11.27	11.52	11.77	12.05	12.31	12.59	12.89	13.17	13.46	13.76	14.09	14.38
Laborer II	12.44	12.71	13.01	13.29	13.60	13.89	14.21	14.53	14.84	15.20	15.53	15.88	16.25	16.61	16.97
Maint Worker I	13.06	13.34	13.66	13.96	14.28	14.61	14.91	15.25	15.59	15.94	16.32	16.68	17.05	17.45	17.82
Maint Worker II	13.70	14.03	14.32	14.65	14.99	15.32	15.66	16.00	16.38	16.74	17.12	17.50	17.90	18.28	18.70
Street Foreman	16.84	17.22	17.61	18.00	18.42	18.83	19.25	19.68	20.13	20.58	21.03	21.51	22.00	22.48	23.00
Summer Help	8.21		8.49	8.77	9.04										
Recycling Workers	Begin @	\$7.81 /hr.	experienced	up to	\$8.34										
Bartenders	Begin @	\$7.81 /hr.	experienced	up to	\$8.34										
	Probationary	6 Mo	1	2	3	4	5	6	7	8	9	10	11	12	13

<b>Department Supervisors</b>															
Park & Aud Supt.	16.78	17.15	17.53	17.93	18.33	18.76	19.18	19.60	20.03	20.49	20.95	21.42	21.91	22.40	22.91
Street Supt.	20.75	21.21	21.69	22.17	22.67	23.19	23.70	24.24	24.78	25.35	25.90	26.50	27.09	27.70	28.34
	14	15	16	17	18	19	20	21	22	23	24	25			
	28.97	29.62	30.29	30.97	31.66	32.38	33.10	33.85	34.61	35.38	36.18	36.99			
Water Super w/Gr VI	20.42	20.90	21.37	21.86	22.34	22.86	23.35	23.87	24.41	24.97	25.52	26.12	26.70	27.30	27.90
	14	15	16	17	18	19	20	21	22	23	24	25			
	28.53	29.18	29.83	30.50	31.18	31.89	32.60	33.33	34.08	34.84	35.64	36.43			
Wastewater Super w/Gr VI	20.42	20.90	21.37	21.86	22.34	22.86	23.35	23.87	24.41	24.97	25.52	26.12	26.70	27.30	27.90
Power Plant Supervisor	21.39	21.88	22.36	22.88	23.38	23.92	24.45	25.00	25.55	26.14	26.72	27.32	27.93	28.55	29.20
Electric Supervisor	24.38	24.93	25.49	26.08	26.67	27.26	27.87	28.53	29.13	29.79	30.46	31.15	31.86	32.56	33.29

- Notes:
- 1) 15 Steps Total
  - 2) Approximately 2.25% between steps
  - 3) The salary range from Probationary Salary to Step 13 (maximum) is 37%

**Permanent Part-time Staff (Hourly Rate of Pay)**

Permanent Part-time Workers	9.34	9.55	9.77	9.98	10.21	10.43	10.67	10.92	11.15	11.42	11.67	11.94	12.20	12.47	12.76
Zoning Inspector	17.66	18.06	18.47	18.88	19.30	19.75	20.18	20.64	21.09	21.57	22.05	22.55	23.07	23.59	24.11

**Swimming Pool Staff:**

Manager	11.96	12.22	12.49	12.78	13.06	13.36	13.67	13.97	14.28	14.61
Asst. Manager	11.51	11.75	12.03	12.30	12.57	12.85	13.15	13.44	13.74	14.06
Head Lifeguard	10.61	10.88	11.14	11.42	11.68	11.96	12.22	12.49	12.77	13.02
WSI Lifeguard	9.09	9.37	9.63	9.91	10.18	10.44	10.71	10.99	11.25	11.53
Lifeguard	8.33	8.45	8.55	8.65	8.77	8.88	8.98	9.08	9.20	9.31
Sw. Lesson Aid	7.81	7.91	8.02	8.13	8.24	8.34	8.46	8.56	8.67	8.78
Aerobics Instructor	9.86	9.96	10.06	10.18	10.29	10.39	10.50	10.61	10.71	10.83
Concessions	7.81	7.91	8.02	8.13	8.24	8.34	8.46	8.56	8.67	8.78
Games/Cleaning	7.81	7.91	8.02	8.13	8.24	8.34	8.46	8.56	8.67	8.78

**Salaried Staff Pay Plan (Annual Rate of Pay)**

<b>Position</b>	<b>Minimum</b>	<b>Mid-Point</b>	<b>Maximum</b>
Clerk/Treasurer	\$48,459	\$62,038	\$75,618

**Notes:**

- 1) Exempt (salaried) Employees are subject to the same 2.25% annual step increase as non-exempt employees as well as any Cost-of-Living Adjustments (COLA) as approved by the City Council.
- 2) The range spread from Minimum Starting to Maximum is 37%.

**SECTION 3.** Any and all ordinances or sections thereof, passed and approved prior to the passage, approval and publication or posting of this ordinance, and in conflict with its provisions, are hereby repealed.

**SECTION 4.** This ordinance shall be published in pamphlet form and shall be in full force and effect on September 24, 2015 following its passage, approval, and publication as provided by law and city ordinance.

PASSED AND APPROVED this 12<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Mayor Alan Zavodny

\_\_\_\_\_  
City Clerk Joan Kovar

The ban on overnight parking was discussed. Council member Rogers stated that he felt if we allowed parking on the street overnight for 6 months during the summer months it would just confuse people. Rogers suggested that we leave it as is, banning overnight parking on the streets. Rogers stated that people can call the Sheriff's Office to obtain permission to park on the street overnight. Council member Hotovy stated that residents cannot park overnight on the street; the ordinance doesn't allow that. Mayor Zavodny agreed stating that the ordinance says you have to be from out of town to be allowed to park in the street. Council member Rogers stated that maybe we just needed to make some slight revisions to the ordinance. Discussion followed.

Council member Smith made a motion to leave the overnight parking ban as is. Council member Rogers seconded the motion. Voting AYE: Council members Kroesing, Rogers, Vandenberg, Kobus, and Smith. Voting NAY: Council member Hotovy. The motion carried.

There being no further business to come before the Council, Council member Kroesing made a motion to adjourn. Council member Rogers seconded the motion. Voting AYE: Council members Vandenberg, Kobus, Smith, Hotovy, Rogers, and Kroesing. Voting NAY: None. The motion carried and Mayor Zavodny declared the meeting adjourned at 9:35 p.m.



CERTIFICATION OF MINUTES  
August 12, 2015

I, Joan E. Kovar, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of August 12<sup>th</sup>, 2015; 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 E. Kovar, City Clerk