

CITY COUNCIL PROCEEDINGS
November 29, 2023

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on November 23, 2023, 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 on the City's website. 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 Jessica Miller, Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Jim Angell, Keith Marvin, Tom Kobus, City Attorney Michael Sands, and Interim City Administrator/City Clerk Tami Comte.

Also present for the meeting were: Account Clerk Elizabeth Parker, Electric Supervisor Pat Hoeft, Police Chief Marla Schnell, Matt Kalin with JEO, Jerry Kosch, and David McPhillips.

The meeting opened with the Pledge of Allegiance.

Mayor Jessica Miller informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to please silence their cell phones. Mayor Miller read the speaking guidelines for the City Council meeting. She also reminded the public that if they speak tonight in front of the Council that they must state their name and address for the record.

Council member Jim Angell made a motion to approve the minutes of the November 8, 2023 meeting of the Mayor and City Council as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.
Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Jessica Miller stated that the next item on the agenda was discussion/action concerning electrical service at the airport.

Matt Kalin, with JEO, introduced himself and explained the costs involved in potentially having David City Electric serve the airport.

Council member Bruce Meysenburg asked if it could be done in phases.

Electric Supervisor Pat Hoeft introduced himself and explained that it really could not be done in phases just due to the voltage differences between Butler Public Power and David City Electric.

Matt Kalin stated that a meeting was being held tomorrow with Butler Public Power to discuss some options.

The Council members asked if they could take the service area but wait until later to take over the customers. They would like a first right of refusal for service in the future.

It was decided that the options would be presented to Butler Public Power in the meeting.

Council member Keith Marvin made a motion to approve Round one CDBG Downtown Revitalization Grant Application for Runza Restaurant for installation of a new exterior door and window, plaster repairs, tuckpointing and masonry work - \$50,000. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

(This space left intentionally blank)

P.O. Box 191
557 4th Street
David City, NE 68632



Phone: (402) 367-3135
FAX: (402) 367-3126
Website: www.davidcityne.com

DOWNTOWN REVITALIZATION (DTR) APPLICATION

PART I: APPLICANT INFORMATION

Applicant Name: DAN RUDOLPH

Mailing Address: 8800 FIREHORN LN ^{Ste 300} City: LINCOLN State: NE Zip: 68520

Email Address: drudolph@runza.com Phone: (402) 440 - 8222

Legal Name of Business or Entity*: RUNZA® NATIONAL

*Name used to register business with the State of Nebraska

Business Address: SAME City: _____ State: _____ Zip: _____

PART II: PROJECT INFORMATION

Eligible Property Address: 367 NORTH 4th ST DAVID CITY 68632

Total Square Footage: 6640 Commercial Square Footage: 3164 RETAIL

Residential Square Footage: N/A Other: 3476 PARKING / DRIVE THRU

PART III: OWNERSHIP INFORMATION

OWN LEASE

IF LEASE

Name of Property Owner: _____

Email Address: _____ Phone: (_____) _____ - _____

Beginning Date of Lease: _____ Termination Date of Lease: _____

Note: A copy of the applicant's current lease and a letter from the property owner authorizing the application and rehabilitation activities must be submitted with the Application Form.

PART IV: ELIGIBLE ACTIVITIES

Proposed project activities (please mark all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Preparation of Structural Engineering | <input type="checkbox"/> Preparation of Architectural Plans |
| <input type="checkbox"/> Preparation of Engineering Specifications | <input type="checkbox"/> Building Code Compliance |
| <input type="checkbox"/> Removal of Nonconforming Items/Materials | <input checked="" type="checkbox"/> Sign/Awning Repair or Replacement |
| <input checked="" type="checkbox"/> Brick/Exterior Repair or Restoration | <input checked="" type="checkbox"/> Window/Door Repair or Replacement |
| <input checked="" type="checkbox"/> Other Facade Improvements (please explain) | <input type="checkbox"/> Other Improvements (please explain) |

Explanation:

REMOVE/REPLACE SIGNS + AWNINGS FOR TUCK POINTING
REPAIR COLUMN AT FRONT ENTRANCE
REPAIR/REPLACE STUCCO AT ALLEY FOR DRIVE THRU CUSTOMERS

PART V: FINANCIAL

Estimated total project cost: \$ 103,049.00

\$ 67,806.25 EAST FACADE COLUMN REBUILT
 1,800.00 INSTALL WINDOW/ENTRANCE DOOR
 30,742.75 WEST SIDE ALLEY DT ENTRANCE
 2700.00 SIGNS REMOVE REINSTALL

Revitalization Grant Funds* (up to 75% of Total Project Costs): \$ 77,286.75

Matching Funds provided (at least 25 % of Total Project Costs):

\$ 25,762.25

*Revitalization funds provided by the Nebraska Department of Economic Development Community Development Block Grant (CDBG) Program.

Sources of Matching Funds (please mark all that apply):

- Cash on hand in checking, savings, or other
- Bank loan
- Private loan or gift
- Other (please explain) _____

PART VI: AGREEMENT & SIGNATURE

Certification of Assurances


To the best of my knowledge and belief, as a condition of obtaining assistance through the David City DTR Program, the applicant will, if assistance is approved, comply with all Federal and State requirements and code, including the following:

- A. The Civil Rights Act of 1964 (PL 88-352) and Title VII of the Civil Rights Act of 1968 (PO 90- 284);
- B. Housing and Community Development Act of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis Bacon Act, as amended (40 U.S.C 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974 as amended;
- F. Fair Labor Standards Act of 1938, as amended, (29 U.S.C., 102 et, seq);
- G. Preservation of Historical and Archaeological Data Act of 1974 (PL, 93-291);
- H. National Historic Preservation Act of 1966, Section 106 (PL 89-665);
- I. National Environmental Policy Act of 1969;
- J. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II and Title III;
- K. Nebraska Community Development Law, Section 18-2101 to 18-2144, Revised Statutes of Nebraska, 1943.

THE UNDERSIGNED, in applying for financial assistance from the City of David City
Downtown Revitalization Program:

- 1) Agrees that prior to receiving an award, he or she shall comply with all federal, state, and local laws to the extent that such are applicable;
- 2) Attests that he or she is currently in good standing with the City or will return to good standing before any release of funds; and,
- 3) Acknowledges and agrees to enter into or execute any additional documents required by the City, the Nebraska Department of Economic Development, or the United States Department of Housing and Urban Development.

Address: 8800 FIREHORN LN Ste 300 City: LINCOLN, State: NE Zip: 68520

Signature: 

Printed Name and Title: DONALD EVERETT JR. - MGR EASTING EST DAVID CITY LLC

Date: 10/17/23

Release and Hold Harmless Agreement

Release executed on this 17th day of OCTOBER, 2023.

By (Property Owner) _____ and

(Business Owner if applicable) _____, of

(Street Address) 367 No 4 St, City of David City,
State of Nebraska, referred to as Releaser(s).

- In consideration of being granted monies for restoration, modifications, or other physical changes to property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and (where required) licensed, and have obtained all necessary permits in accordance with all pertinent regulations.
- The Releaser(s) waives, releases, discharges, and agreed to indemnify the City of David City (or entities under the City's umbrella) for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.
- Releaser(s) agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance, shall; notwithstanding, continue in full legal force and effect
- Releaser(s)'s obligation and duties hereunder shall in no manner be limited or restricted by maintaining any insurance coverage related to the above referenced event.
- This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Signature of Property Owner: Donald Everett, Jr.

Printed Name and Title: DONALD EVERETT MGR EATING EST DAVID CITY LI

Date: 10/17/23

If Applicable:

Signature of Business Owner: SAME

Printed Name and Title: _____

Date: _____

David City



The north 2/3's of the east elevation of our property. The existing signs and awnings will be removed for repairs and reinstalled.



The drive thru exit. Brick will need to be tuck pointed. Replacement mortar to match existing mortar or a close as available today.

David City

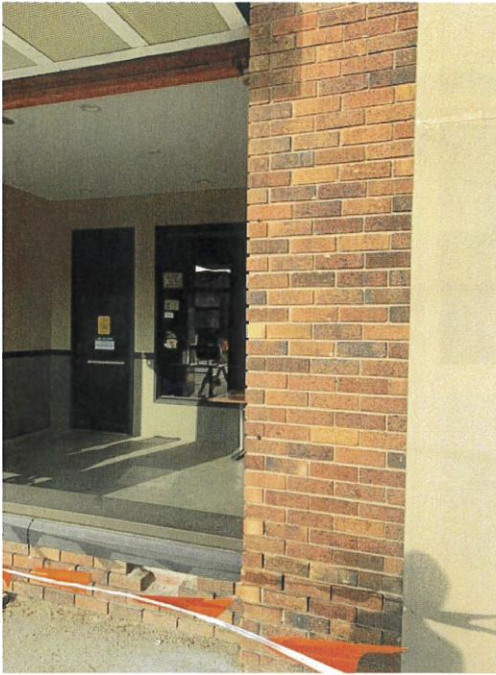


Image of the front entry, column needing repair. We'll move the entrance door at the far side of courtyard to this original brick opening.



The east (front) elevation column in between the doorway and the patio window opening needs to be completely rebuilt as soon as possible. We like to move forward with this work while our application for DTR is being reviewed. This area has been elevated to a safety concern for us.

David City

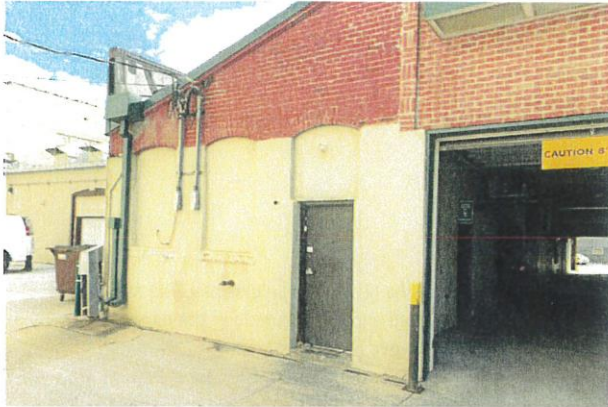


This area is the previous window open. The area needs brick installed and tuck pointing of the mortar joints. We plan to move the current dining room window and dining room entry door out the east elevation. We would no longer have this courtyard type space as it is not in keeping with the buildings located downtown.

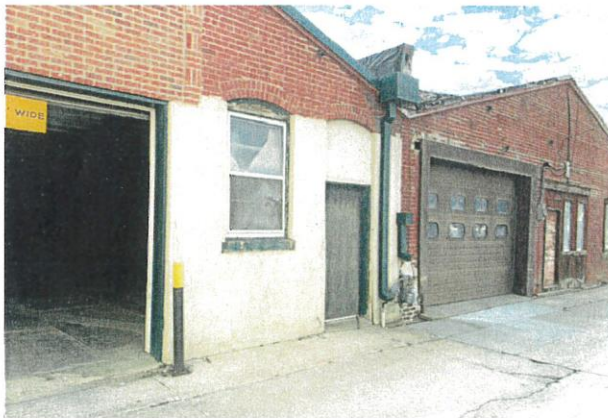


West elevation of 367 North 4th St. A stucco overlay was applied to the brick years ago (before Runza's purchase.) This is our drive thru lane entrance. It is accessed from the city alley. Roughly 70 percent of our business utilizes the alley and has this view of Runza. I'd speculate that FNBO's customers make significant use of this alley.

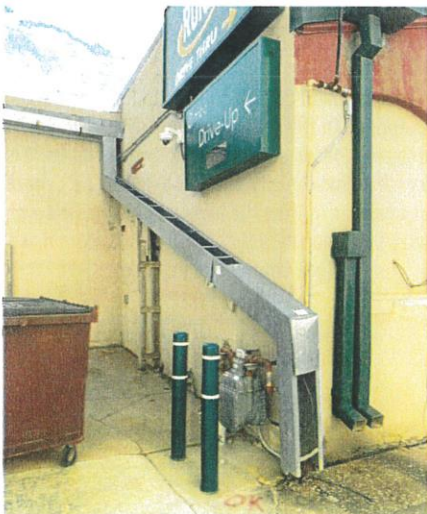
David City



The west elevation repair the stucco.



An additional shot of the west elevation. We'll paint the door to match.

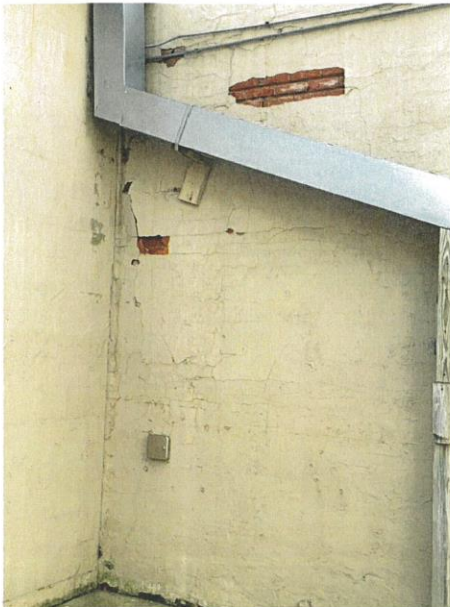


The north wall shared with FNBO. Their roof drainage. Both signs to remain.

David City



This image is the remaining window on the west side (alley) of our building. We plan to have it re-glazed.



This is the north-share wall with FNBO the stucco that was back plastered to the brick is failing. FNBO would like to upgrade the metal gutter work.

Edwards Stone
 13400 S. 54th Street
 Roca, NE 68430
 +1 4024217625

Estimate



ADDRESS
Dan

SHIP TO
Runza 367 N Fourth St David City Ne, 68632 US

ESTIMATE #	DATE
68125	10/03/2023

P.O. NUMBER
Runza Column Entrance/Tuckpoint

SALES REP
 Colbi

DESCRIPTION	QTY	RATE	AMOUNT
Brick and Materials for front column repair/ tuckpointing. Does not include caulking, block, or removal of any signs awnings or gutters or anything attached to the building.	1	6,380.00	6,380.00T
Labor- To tear down front column and rebuilt column. The brick is not an exact match and must be approved before starting the project. Includes shoring of main support wall.	1	8,560.00	8,560.00
Labor- to tuckpoint covered entrance brick	1	14,520.00	14,520.00
Labor- to tuckpoint Front facade of the building.	1	37,384.00	37,384.00
Sales Tax calculated by AvaTax on Mon 09 Oct 15:24:36 UTC 2023	1	512.25	512.25
Delivery	1	450.00	450.00T

All materials included are standard Edward's Stone installation materials and methods. Field measurements are necessary prior to approval of estimate and production to ensure accuracy. Non install or cancellation of installation at a later date, will insure a \$100.00 fee for field measurements (per visit). Acceptance of estimate will be made in writing/email prior to invoice or production. By accepting this estimate you are agreeing to acceptance of Edward's Stone statement of warranty, as provided on our website at www.edwardsstone.com. All of our products are natural quarried stone. The colors, textures, and sizing will vary from samples and photos. Returns:
 No returns w/o invoice. No returns on unusable material, architectural, decorative, and all special order materials. All returnable materials subject to 50% restocking charge. No returns accepted after 45 days from date of purchase. Pick up fee is \$95.00.

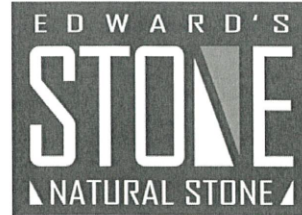
SUBTOTAL	67,806.25
TAX (0)	0.00
TOTAL	\$67,806.25

Accepted By

Accepted Date

Edwards Stone
 13400 S. 54th Street
 Roca, NE 68430
 +1 4024217625

Estimate



ADDRESS
Dan

SHIP TO
Runza
367 N Fourth St
David City Ne, 68632 US

ESTIMATE #	DATE
68126	10/03/2023

P.O. NUMBER
 Runza Rear Alley Stucco

SALES REP
 Colbi

DESCRIPTION	QTY	RATE	AMOUNT
Labor- To Stucco west side of alley and repair the north alley wall that runs west to east. Does not include caulking, block, or removal of any signs awnings or gutters or anything attached to the building.	1	23,584.00	23,584.00
Labor- To remove existing stucco west side only	1	6,675.00	6,675.00
Sales Tax calculated by AvaTax on Mon 09 Oct 15:25:23 UTC 2023	1	33.75	33.75
Delivery	1	450.00	450.00T

All materials included are standard Edward's Stone installation materials and methods. Field measurements are necessary prior to approval of estimate and production to ensure accuracy. Non install or cancellation of installation at a later date, will insure a \$100.00 fee for field measurements (per visit). Acceptance of estimate will be made in writing/email prior to invoice or production. By accepting this estimate you are agreeing to acceptance of Edward's Stone statement of warranty, as provided on our website at www.edwardsstone.com. All of our products are natural quarried stone. The colors, textures, and sizing will vary from samples and photos. Returns:
 No returns w/o invoice. No returns on unusable material, architectural, decorative, and all special order materials. All returnable materials subject to 50% restocking charge. No returns accepted after 45 days from date of purchase. Pick up fee is \$95.00.

SUBTOTAL	30,742.75
TAX (0)	0.00
TOTAL	\$30,742.75

Accepted By

Accepted Date

Due Diligence Worksheet

Contractor Business Name: Samek Masonry

Contractor Business Address: _____

Contact Name: _____

Phone Number: 402-367-3378

Email Address: _____

Scope of Work for Bidding: not available in 2023

Method used to reach out to Contractor (check all that apply/attach copies if applicable)

Date: 9/1/23 Phone Text _____ Email _____ Letter _____

Date: _____ Phone _____ Text _____ Email _____ Letter _____

Project Property Owner Printed Name: Donald Everett Jr.

Project Property Owner Signature: 

Address of Project Property: 367 North 4th St. David City EN

Date: 11/20/23

Due Diligence Worksheet

Contractor Business Name: Capital Restoration and Masonry

Contractor Business Address: _____

Contact Name: Travis Conway

Phone Number: 402-202-5655

Email Address: _____

Scope of Work for Bidding: Please come to see the work. Didn't show

Method used to reach out to Contractor (check all that apply/attach copies if applicable)

Date: 8/22/23 Phone Text _____ Email _____ Letter _____

Date: 8/30/23 Phone Text _____ Email _____ Letter _____

Project Property Owner Printed Name: Donald Everett Jr.

Project Property Owner Signature: 

Address of Project Property: 367 North 4th St. David City EN

Date: 11/20/23

Due Diligence Worksheet

Contractor Business Name: Lastovica Masonry

Contractor Business Address: _____

Contact Name: _____

Phone Number: 402-708-9502

Email Address: _____

Scope of Work for Bidding: 3 appointments, 3 no shows

Method used to reach out to Contractor (check all that apply/attach copies if applicable)

Date: 9/1/23 Phone Text _____ Email _____ Letter _____

Date: 9/12/23 Phone Text _____ Email _____ Letter _____

Project Property Owner Printed Name: Donald Everett Jr.

Project Property Owner Signature: 

Address of Project Property: 367 North 4th St. David City EN

Date: 11/20/23



PERMIT # 7054

BUILDING PERMIT APPLICATION

DATE 10/23/23 FEE _____
 PROPERTY OWNER'S NAME DAVID CITY LLC EATING ESTABLISHMENT *CONTRACTOR SELF - DAN RUDOLPH
 OWNER'S ADDRESS 8800 FIRETHORN LN 68520 *CONT. ADDRESS SAME PROJ MGR
 OWNER'S PHONE NO. 402-423-2394 ex 137 CONT. PHONE NO. 402-446-8222
 *CONTRACTOR - Address will be used for Electric and Water Meter use until Certificate of Occupancy is issued and homeowner becomes sole user of utilities.
 LEGAL DESCRIPTION OF WORKSITE: LOTS 5+6, BLOCK 33 ORIGINAL TOWN

- | | | |
|---|---------------------------------------|---|
| <input checked="" type="checkbox"/> COMMERCIAL/INDUSTRIAL | <input type="checkbox"/> AGRICULTURAL | <input type="checkbox"/> REMODELING |
| <input type="checkbox"/> GARAGE/STORAGE | <input type="checkbox"/> RESIDENTIAL | <input type="checkbox"/> NEW CONSTRUCTION |
| <input type="checkbox"/> ADDITION | <input type="checkbox"/> DECK/PATIO | <input type="checkbox"/> DRIVE/SIDEWALK |
| <input type="checkbox"/> SIGN | <input type="checkbox"/> FENCE | |

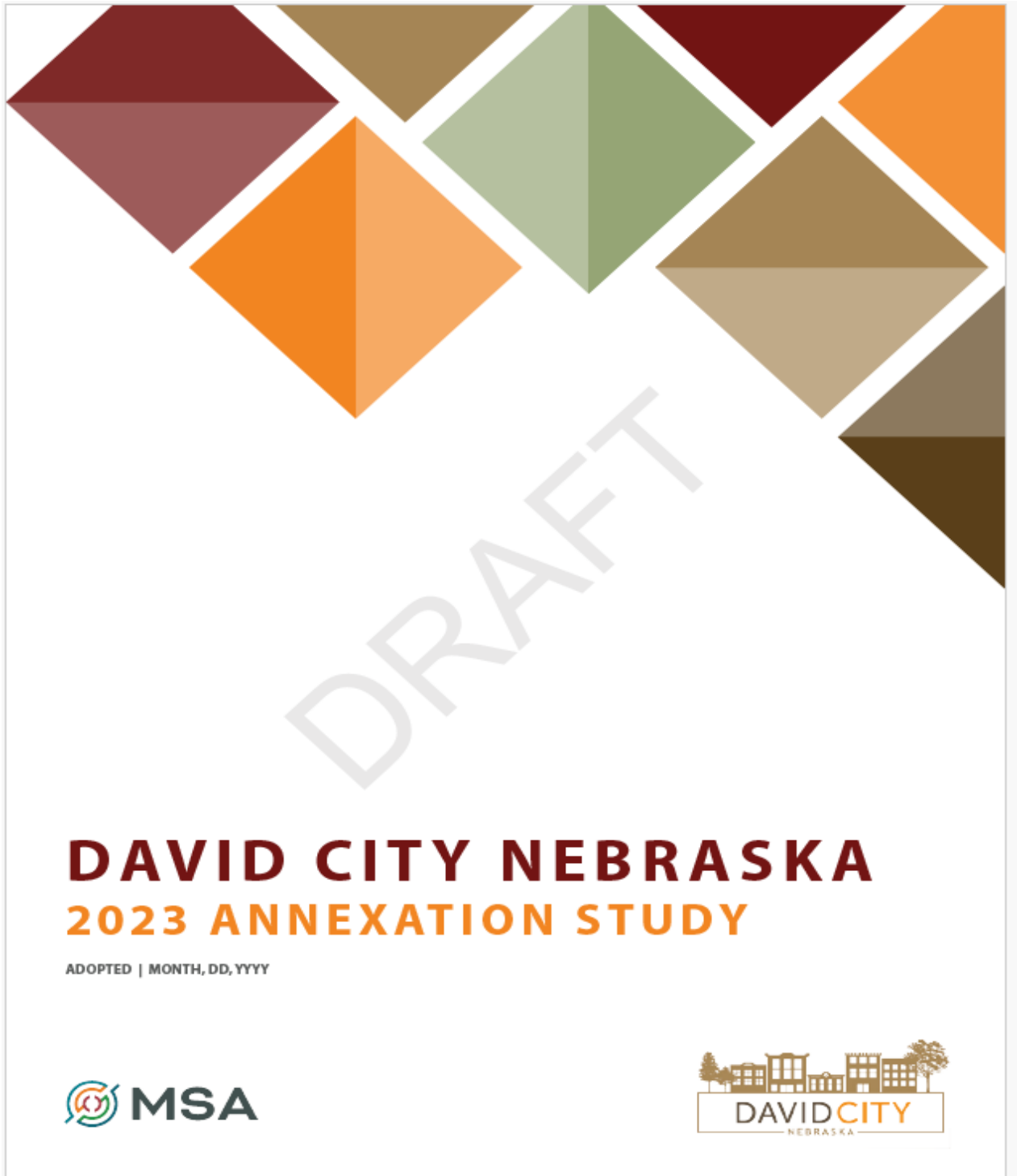
DESCRIBE YOUR PROPOSED WORK: REPAIR BRICK COLUMN TUCK POINT AND REPAIR STUCCO AS NEEDED
 SETBACKS REQUIRED: -- FRONT _____ SIDE _____ REAR _____
 LOT DIMENSIONS 50' x 140'
 FOR COMMERCIAL OR INDUSTRIAL ACTIVITY:
 FIRE MARSHAL PLAN REVIEW _____ ADA _____ SWPPP _____
 ZONING _____ BUILDING HEIGHT _____ 2 SETS OF BLUEPRINTS OR PLANS SUBMITTED _____
 AIRPORT ZONING HEIGHT REVIEW _____ IS A STATE ELECTRICAL PERMIT REQUIRED? _____

ESTIMATED COST \$67,800.00
 ELECTRICAL CONTRACTOR _____ MECHANICAL CONTRACTOR _____

PLUMBING CONTRACTOR _____
 APPLICANTS SIGNATURE: Dan Rudolph DATE: 10/23/23

FOR OFFICIAL USE ONLY
ACTION
 RETURNED FOR LACK OF INFORMATION DATE _____
 APPROVED DENIED DATE _____
 REASON FOR DENIAL: _____
 FORWARDED TO: PLANNING COMMISSION DATE _____
 BOARD OF ADJUSTMENT DATE _____
 ZONING ADMINISTRATOR'S SIGNATURE: _____
 COPY TO COUNTY ASSESSOR DATE: _____

Council member Bruce Meysenburg made a motion to accept the annexation plan draft. Council Member Jim Angell seconded the motion. The motion carried.
Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0





Introduction

The City of David City has retained the services of MSA Professional Services, Inc. to analyze the potential for annexation of certain properties immediately outside of David City. The process undertaken for this study was as follows:

- The City Council authorized the collection of information on properties eligible for annexation on all sides of the community.
- Upon review of the properties identified, an analysis was completed in order to review the eligibility of each property under the Nebraska Revised Statutes and Nebraska case law.
- Plats and legal descriptions of the properties, provided by the City, were consulted.
- The study was then completed.

The study will examine the eligibility, with regard to the Nebraska Revised Statutes, of the identified properties and then make a recommendation as to that eligibility.

Nebraska Revised Statutes

The Nebraska Revised Statutes address annexation for Cities in Sections §17-405.01 through §17-405.04. The sections read as follows:

17-405.01.

Annexation; powers; restrictions.

(1) Except as provided in subsections (2) and (3) of this section and section 17-407, the mayor and city council of any city of the second class or the chairperson and members of the village board of trustees may by ordinance, except as provided in sections 13-1111 to 13-1118, at any time, include within the corporate limits of such city or village any contiguous or adjacent lands, lots, tracts, streets, or highways as are urban or suburban in character, and in such direction as may be deemed proper. Such grant of power shall not be construed as conferring power to

extend the limits of any city of the second class or village over any agricultural lands which are rural in character.

(2) The mayor and city council of any city of the second class or the chairperson and members of the village board of trustees may, by ordinance, annex any lands, lots, tracts, streets, or highways which constitute a redevelopment project area so designated by the city or village or its community redevelopment authority in accordance with the provisions of the Community Development Law when such annexation is for the purpose of implementing a lawfully adopted redevelopment plan containing a provision dividing ad valorem taxes as provided in subsection (1) of section 18-2147 and which will involve the construction or development of an agricultural processing facility, notwithstanding that such lands, lots, tracts, streets, or highways are not contiguous or adjacent or are not urban or suburban in character. Such annexation shall comply with all other provisions of law relating to annexation generally for cities of the second class and villages. The city or village shall not, in consequence of the annexation under this subsection of any noncontiguous land, exercise the authority granted to it by law to extend its extraterritorial zoning jurisdiction beyond its corporate boundaries for purposes of planning, zoning, or subdivision development without the agreement of any other city, village, or county currently exercising zoning jurisdiction over the area surrounding the annexed redevelopment project area. The annexation of any noncontiguous land undertaken pursuant to this subsection shall not result in any change in the service area of any electric utility without the express agreement of the electric utility serving the annexed noncontiguous area at the time of annexation, except that at such time following the annexation of the noncontiguous area as the city or village lawfully annexes sufficient

intervening territory so as to directly connect the noncontiguous area to the main body of the city or village, such noncontiguous area shall, solely for the purposes of section 70-1008, be treated as if it had been annexed by the city or village on the date upon which the connecting intervening territory had been formally annexed. For purposes of this subsection, agricultural processing facility means a plant or establishment where value is added to agricultural commodities through processing, fabrication, or other means and where eighty percent or more of the direct sales from the facility are to other than the ultimate consumer of the processed commodities. A facility shall not qualify as an agricultural processing facility unless its construction or development involves the investment of more than one million dollars derived from nongovernmental sources.

(3) The mayor and two-thirds of the city council of any city of the second class or the chairperson and two-thirds of the members of the village board of trustees may, by ordinance, annex any lands, lots, tracts, streets, or highways when such annexation is for the purpose of relocating part or all of such city or village due to catastrophic flooding, notwithstanding that such lands, lots, tracts, streets, or highways are not contiguous or adjacent or are not urban or suburban in character. Such annexation shall comply with all other provisions of law relating to annexation generally for cities of the second class and villages. The city or village shall not, in consequence of the annexation under this subsection of any noncontiguous land, exercise the authority granted to it by law to extend its extraterritorial zoning jurisdiction beyond its corporate boundaries for purposes of planning, zoning, or subdivision development without the agreement of any other city, village, or county currently exercising zoning jurisdiction over the area surrounding the annexed area. The annexation of any noncontiguous land undertaken pursuant to this subsection shall not result in any change in the service area of any electric utility without the express agreement of the electric utility serving the annexed noncontiguous area at the time of

annexation, except that at such time following the annexation of the noncontiguous area as the city or village lawfully annexes sufficient intervening territory so as to directly connect the noncontiguous area to the main body of the city or village, such noncontiguous area shall, solely for the purposes of section 70-1008, be treated as if it had been annexed by the city or village on the date upon which the connecting intervening territory had been formally annexed. If, within five years following an annexation undertaken pursuant to this subsection, part or all of the city or village has not been relocated to the annexed area, the city or village shall initiate detachment of such annexed area pursuant to subsection (2) of section 18-3316. For purposes of this subsection, catastrophic flooding means a flooding event that (a) results in total property damage within the city or village which exceeds forty-five percent of the total assessed value of the improvements within the city or village and (b) is declared to be a major disaster by the President of the United States or the Governor

17-405.02.

Contiguous land, defined.

For purposes of section 17-405.01, lands, lots, tracts, streets, or highways shall be deemed contiguous although a stream, roadway, embankment, strip, or parcel of land not more than five hundred feet wide lies between such lands, lots, tracts, streets, or highways and the corporate limits of a city of the second class or village.

17-405.03.

Laws, codes, rules, or regulations; effect of annexation.

Any extraterritorial zoning regulations, property use regulations, or other laws, codes, rules, or regulations imposed upon any annexed lands by the city of the second class or village before such annexation shall continue in full force and effect until otherwise changed.

17-405.04.

Inhabitants of annexed land; benefits; ordinances.

The inhabitants of territories annexed under

sections 17-405.01 to 17-405.05 shall receive substantially the benefits of other inhabitants of such city of the second class or village as soon as practicable, and adequate plans and necessary city council or village board of trustees action to furnish such benefits as police, fire, snow removal, and water service must be adopted not later than one year after the date of annexation, and such inhabitants shall be subject to the ordinances and regulations of such city or village, except that such one-year period shall be tolled pending final court decision in any court action to contest such annexation

17-405.05.

City or village in two or more counties; annexation by city or village; procedure.

Not applicable.

Governing Case Law

There have been a number of Nebraska Supreme Court cases handed down regarding annexation and the annexation of agricultural land. There are six specific cases that are used in this annexation study. These cases are known as:

- 183 Neb. 511; Sullivan v. City of Omaha; 162 N. W. 2d 227 (1968) (referred to herein as Sullivan)
- 186 Neb. 232; Voss v. City of Grand Island; 182 N. W. 2d 427 (1970) (referred to herein as Voss)
- 188 Neb. 117; Holden v. Tecumseh; 195 N. W. 2d 225 (1972) (referred to herein as Holden)
- 221 Neb. 272; SID No. 95 v. City of Omaha; **** (referred to herein as SID 95)
- 243 Neb. 607; Swedlund v. City of Hastings; 501 N.W. 2d 302 (1993) (referred to herein as Swedlund)
- 248 Neb. 486, 489; SID 57 v. City of Elkhorn; **** (referred to herein as SID 57)

In the Sullivan case, the Nebraska Supreme Court ruled that: *"The use of land for agricultural purposes does not necessarily mean it is rural in character. It is the nature of its location as well*

as its use which determines whether it is rural or urban in character."

In the Voss case, the Nebraska Court expanded the Sullivan case by stating: *"The term 'agricultural lands which are rural in character' clearly lends the inference that lands may be currently utilized in an agricultural fashion and still not be rural in character and meet the test of urban and suburban in character. ... The statute does not prescribe, nor does reason dictate, that annexation must be blindly confined to land and areas that have already been zoned and developed into nonagricultural uses. Any such construction of the statute would seriously impair intelligent planning and coordination of the change-over in the use of land for urban purposes."*

The Holden case provides: *"Although the principal use made by the Holden tract is for agricultural purposes, the evidence shows that its value for residential or commercial use exceeds its value as agricultural land. Because of the development of the city its has become urban and suburban in character rather than rural."*

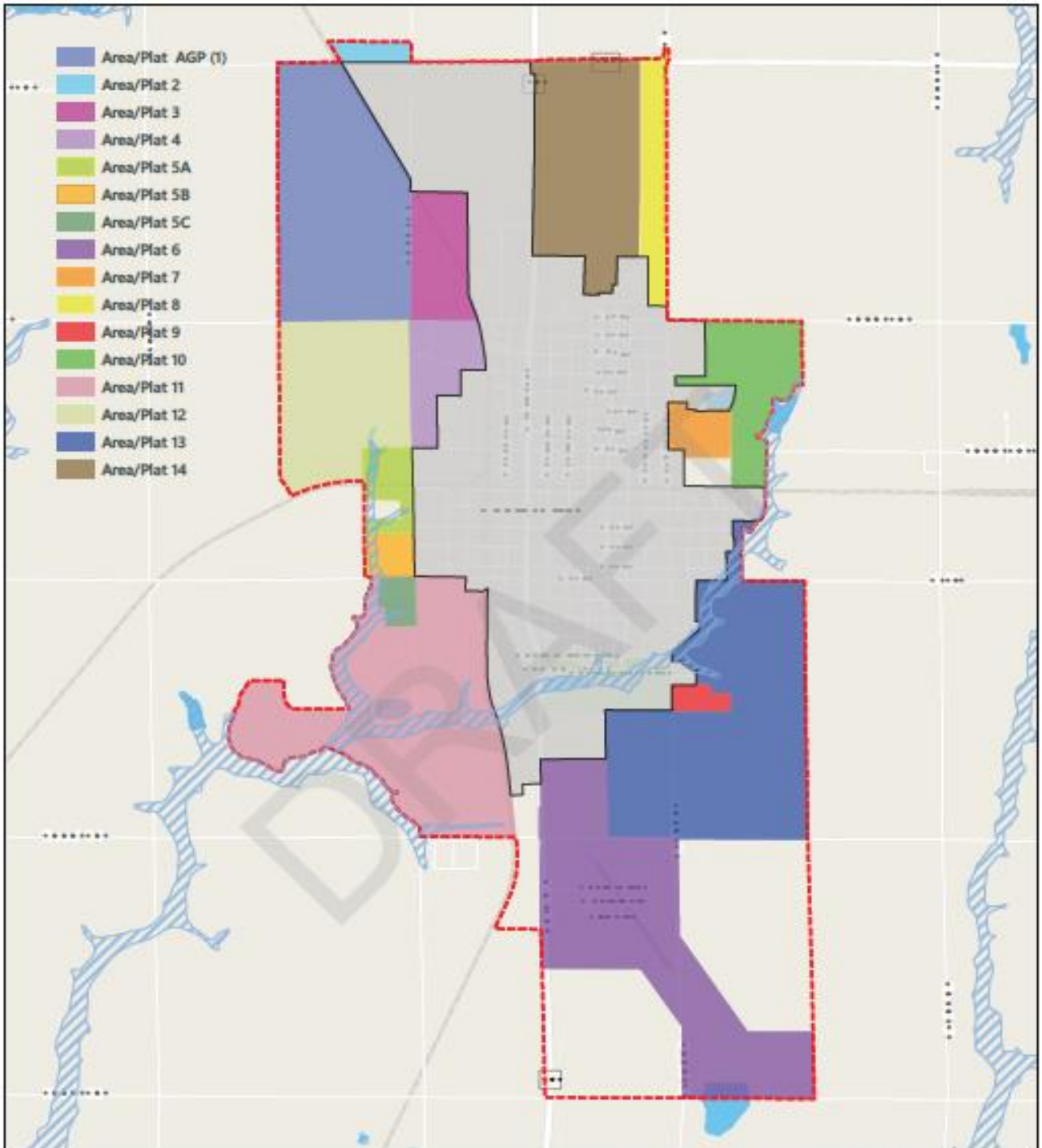
The Swedlund case challenged both the definition of contiguous and adjacency as well as urban and suburban in character. The Nebraska Court stated: *"The burden is on one who attacks an ordinance, valid on its face and enacted under lawful authority, to prove facts to establish its invalidity.... Therefore, the burden is not upon the City to prove that it did not annex the landowners' property for the purpose of increasing tax revenues. Rather, the burden is upon the property for an impermissible purpose."*

The SID 95 case challenged the validity of an annexation based upon revenue only. The Nebraska Court stated: *"The burden is on one who attacks an ordinance, valid on its face and enacted under lawful authority, to prove facts to establish its invalidity.... Therefore, the burden is not upon the City to prove that it did not annex the landowners' property for the purpose of increasing tax revenues. Rather, the burden is upon the property for an impermissible purpose."*

The SID 57 case once again challenged the validity of an annexation based upon revenue only. The Supreme Court stated: *"Prudent annexation planning compels the city to consider any revenue to be engendered by an annexation, in light of liabilities to be incurred."*

It is these statutory sections and Nebraska Supreme Court decisions which will guide the analysis of this study. Upon completion of this study, it shall be the responsibility of the Mayor, City Council, and City Attorney to review the findings and recommendations and provide the appropriate input on these and/or other properties.

DRAFT



2023 Services
 David City, NE
 Butler County, NE
 402
 gbr/2023



Corporate Boundaries 2042

Corporate Boundaries 2022

Floodplain

A

AE

ANNEXATION AREAS/PLATS ANNEXATION STUDY

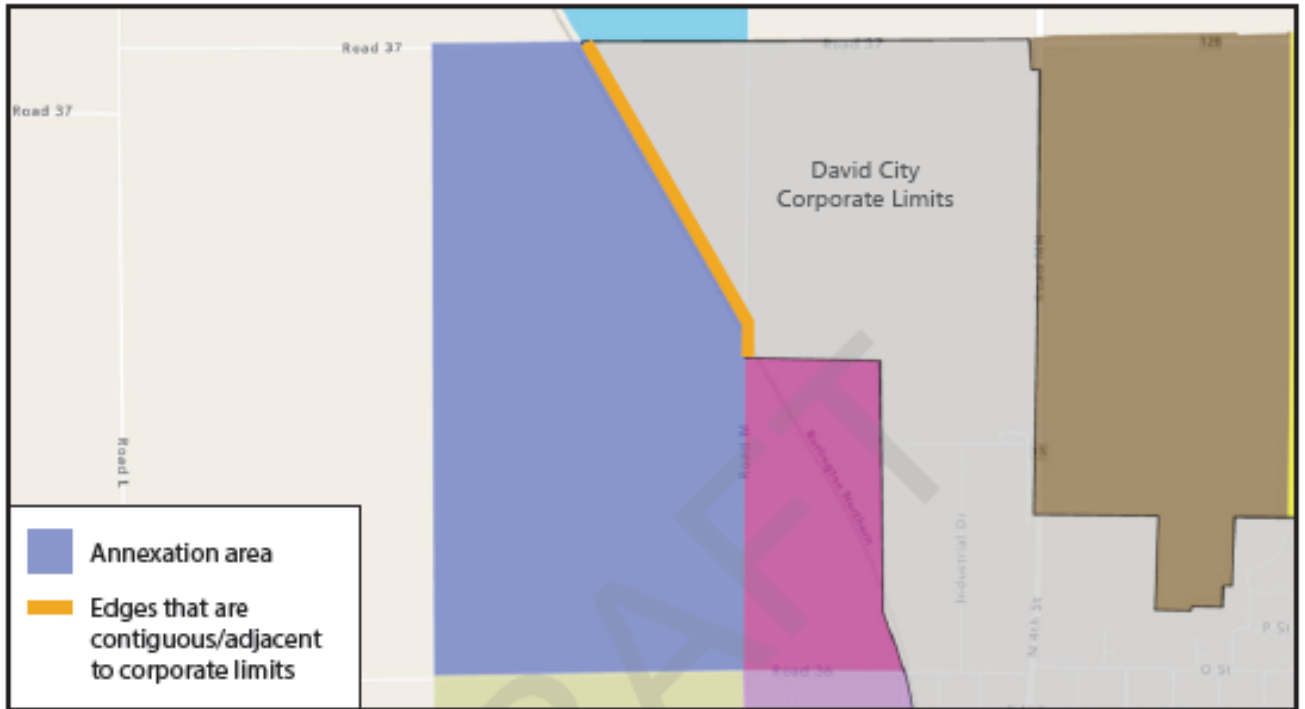
CITY OF DAVID CITY
 BUTLER COUNTY, NEBRASKA

This page intentionally left blank

DRAFT



Area/Plat AGP (1)



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120008570	AG PROCESSING INC 12700 W DODGE ROAD OMAHA, NE 68154	3653 M RD DAVID CITY	13 15 2 DAVID CITY 13 15 2 PT NE1/4, 12 15 2 PT SW1/4SE1/4 (33' ROAD) 115.96 AC ANNEX	\$671,875	115.96
120008436	AG PROCESSING INC 12700 W DODGE ROAD OMAHA, NE 68154	OLIVE	13 15 2 DAVID CITY 13 15 2 SE1/4, 24 15 2 PT NW1/4NE1/4 (33' ROAD) 157.84 AC ANNEX	\$919,545	157.84

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat AGP (1)

- The plat is bounded by crop ground.

Character of property east of Area/Plat AGP (1)

- The northeast side is bounded by the corporate limits of David City.
- The rest of the eastern edge is bounded by crop ground and railroad tracks.

Character of property south of Area/Plat AGP (1)

- The plat is bounded by crop ground.
- Southeast of the plat is the Butler County Fairgrounds.

Character of property west of Area/Plat AGP (1)

- The plat is bounded by crop ground and a residential homestead.

Other Criteria for the General Character of Area/Plat AGP (1)

- The plat contains primarily agricultural uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat AGP (1)

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat AGP (1) meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area AGP (1) is adjacent and contiguous on one side of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Plat AGP (1)

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat AGP (1)	
Parcels	2
Land Area	273.8 acres
Businesses	0
Structures	~1
Total Valuation	\$1,591,420
Land Valuation	\$1,590,610
Improvements Valuation	\$810
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agriculture
School District	N/A
City Taxes Annually	\$7,957.10
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat AGP (1) is served by private wells.
- Water service is available adjacent to Area/Plat AGP (1) and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat AGP (1)	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat AGP (1)				
Existing Assessed Valuation				\$1,591,420
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 7,957.10
Central Comm College	0.09027200	\$ 1,436.61	0.09027200	\$ 1,436.61
Butler County	0.17805200	\$ 2,833.56	0.17805200	\$ 2,833.56
David City #9	0.03500000	\$ 557.00	0.03500000	\$ 557.00
Ag. Society	0.01000000	\$ 159.14	0.01000000	\$ 159.14
E.S.U. #7	0.01500000	\$ 238.71	0.01500000	\$ 238.71
David City 56	0.76514000	\$ 12,176.59	0.76514000	\$ 12,176.59
Lower Platte North	0.03140400	\$ 499.77	0.03140400	\$ 499.77
56 K8 Quality Purpose	0.01830800	\$ 291.36	0.01830800	\$ 291.36
56 9-12 Quality Purpose	0.00104400	\$ 16.61	0.00104400	\$ 16.61
Total Combined	\$ 1.1442200	\$ 18,209.35	\$ 1.6442200	\$ 26,166.45

This page intentionally left blank



Area/Plat 2



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120008564	ZAVODNY/ALAN D & RHONDA M 798 SUNSET DR DAVID CITY, NE 68632-1077	DAVID CITY	12 15 2 DAVID CITY 12 15 2 PT S1/2SE1/4 14.15 AC ANNEX	\$75,370	14.15
120008443	ARPS RED-E-MIX INC 250 WEST VINE STREET FREMONT, NE 68025	DAVID CITY	12 15 2 DAVID CITY 12 15 2 PT S1/2SE1/4 10.01 AC ANNEX	\$45,955	10.01

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 2

- The plat is bounded by crop ground.

Character of property east of Area/Plat 2

- The plat is bounded by crop ground.

Character of property south of Area/Plat 2

- The southern edge is bounded by the corporate limits of David City.

Character of property west of Area/Plat 2

- The plat is bounded by railroad tracks.

Other Criteria for the General Character of Area/Plat 2

- The plat contains primarily agricultural uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 2

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 2 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Area/Plat 2 is adjacent and contiguous on one side of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 2

- Based on the fact that there is a side touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 2	
Parcels	2
Land Area	24.16 acres
Businesses	0
Structures	0
Total Valuation	\$121,325
Land Valuation	\$121,325
Improvements Valuation	\$0
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agriculture
School District	N/A
City Taxes Annually	\$606.63
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 2 is served by private wells.
- Water service is available adjacent to Area/Plat 2 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 2	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

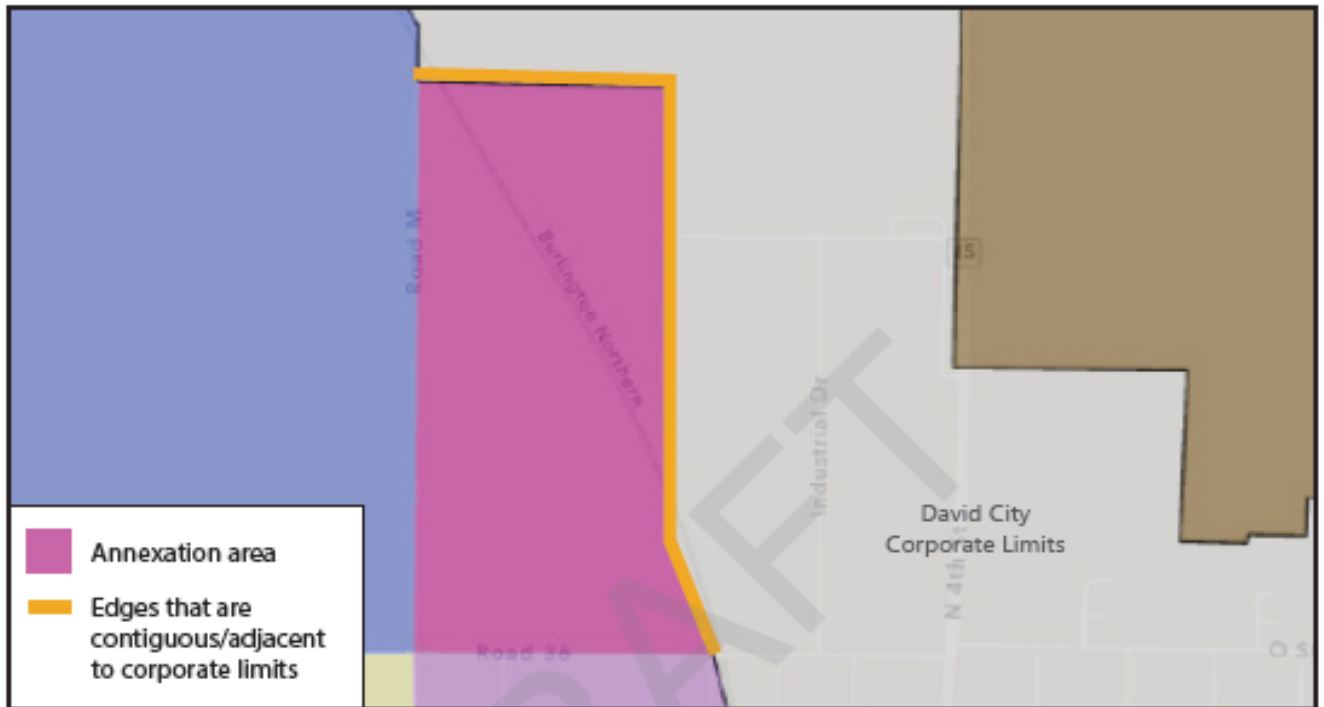
Financial Impact on the Properties - Area/Plat 2				
Existing Assessed Valuation				\$121,325
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 606.63
Central Comm College	0.09027200	\$ 109.52	0.09027200	\$ 109.52
Butler County	0.17805200	\$ 216.02	0.17805200	\$ 216.02
David City #9	0.03500000	\$ 42.46	0.03500000	\$ 42.46
Ag. Society	0.01000000	\$ 12.13	0.01000000	\$ 12.13
E.S.U. #7	0.01500000	\$ 18.20	0.01500000	\$ 18.20
David City 56	0.76514000	\$ 928.31	0.76514000	\$ 928.31
Lower Platte North	0.03140400	\$ 38.10	0.03140400	\$ 38.10
56 K8 Quality Purpose	0.01830800	\$ 22.21	0.01830800	\$ 22.21
56 9-12 Quality Purpose	0.00104400	\$ 1.27	0.00104400	\$ 1.27
Total Combined	\$ 1.1442200	\$ 1,388.22	\$ 1.6442200	\$ 1,994.85

This page intentionally left blank

DRAFT



Area/Plat 3



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120008429	MCLAUGHLIN FAMILY TRUST C/O MARY MCLAUGHLIN 8 DEER LK COLUMBUS, NE 68601-7599	FRANKLIN	18 15 3 DAVID CITY 18 15 3 PT W1/2SW1/4 18.94 AC ANNEX	\$110,230	18.94
120008430	HOLOUBEK/MARK R & WILLOW A 3531 M ROAD DAVID CITY, NE 68632	FRANKLIN	18 15 3 DAVID CITY 18 15 3 PT W1/2SW1/4 11.47 AC ANNEX	\$57,755	11.47
120008431	KOBZA/HENRY R & JANICE C CO-TRUSTEES OF THE H & J KOBZA FAMILY TRUST 1476 N 3RD STREET DAVID CITY, NE 68632	FRANKLIN	18 15 3 DAVID CITY 18 15 3 PT W1/2SW1/4,PT SE1/4SW1/4 34.07 AC ANNEX	\$180,170	34.07
120008432	CALLAWAY ROLLOFFS,LLC C/O ROBERT & LAURA KOBZA 4170 M RD BELLWOOD, NE 68624	1326 36 RD DAVID CITY	18 15 3 DAVID 18 15 3 PT S1/2SW1/4 .70 AC ANNEX	\$27,345	0.7

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 3

- The northern edge is bounded by the corporate limits of David City.

Character of property east of Area/Plat 3

- The eastern edge is bounded by the corporate limits of David City.

Character of property south of Area/Plat 3

- The plat is bounded by crop ground and the Butler County Fairgrounds.
- The southern edge of the plat is bounded by Area/Plat 4.

Character of property west of Area/Plat 3

- The plat is bounded by crop ground.
- The western edge of the plat is bounded by Area/Plat AGP (1)

Other Criteria for the General Character of Area/Plat 3

- The plat contains primarily agricultural and commercial uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 3

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 3 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Area/Plat 3 is adjacent and contiguous on two sides of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 3

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 3	
Parcels	4
Land Area	65.18 acres
Businesses	1
Structures	1
Total Valuation	\$375,500
Land Valuation	\$373,965
Improvements Valuation	\$1,535
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agriculture, Commercial
School District	N/A
City Taxes Annually	\$1,877.50
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 3 is served by private wells.
- Water service is available adjacent to Area/Plat 3 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 3	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

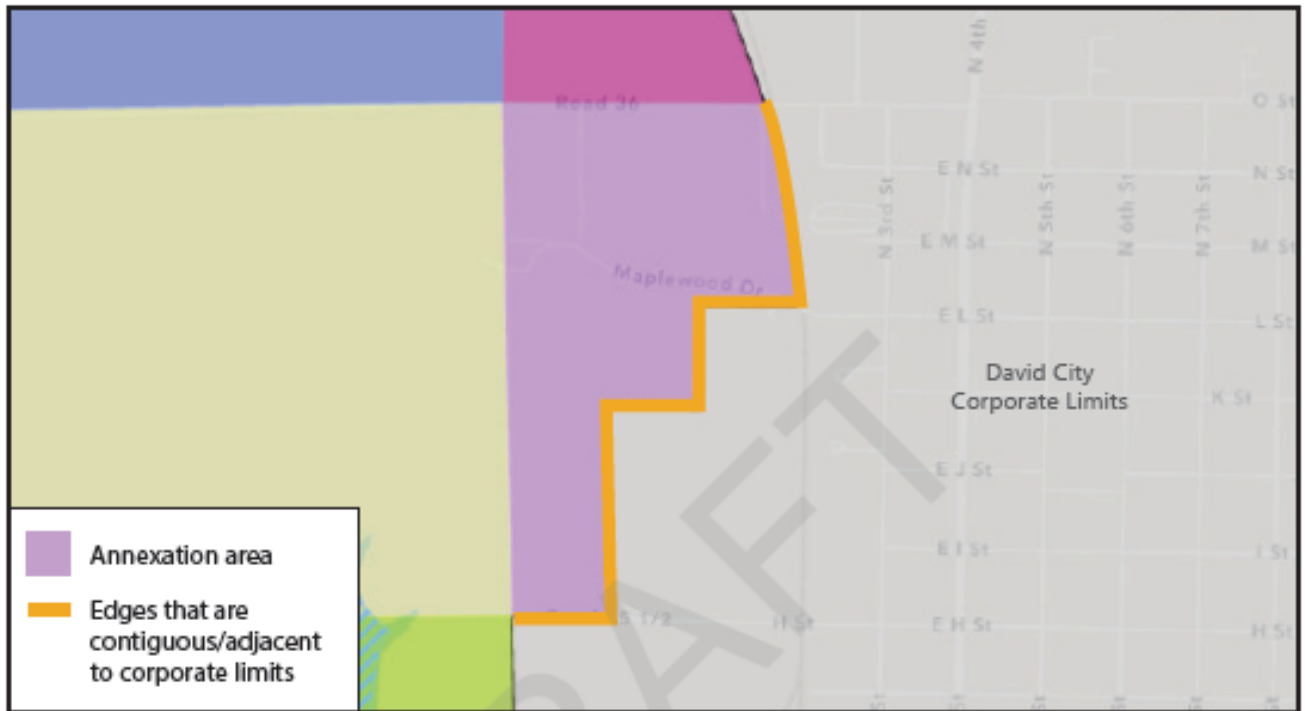
1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 3				
Existing Assessed Valuation				\$375,500
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 1,877.50
Central Comm College	0.09027200	\$ 338.97	0.09027200	\$ 338.97
Butler County	0.17805200	\$ 668.59	0.17805200	\$ 668.59
David City #9	0.03500000	\$ 131.43	0.03500000	\$ 131.43
Ag. Society	0.01000000	\$ 37.55	0.01000000	\$ 37.55
E.S.U. #7	0.01500000	\$ 56.33	0.01500000	\$ 56.33
David City 56	0.76514000	\$ 2,873.10	0.76514000	\$ 2,873.10
Lower Platte North	0.03140400	\$ 117.92	0.03140400	\$ 117.92
56 K8 Quality Purpose	0.01830800	\$ 68.75	0.01830800	\$ 68.75
56 9-12 Quality Purpose	0.00104400	\$ 3.92	0.00104400	\$ 3.92
Total Combined	\$ 1.1442200	\$ 4,296.55	\$ 1.6442200	\$ 6,174.05

This page intentionally left blank



Area/Plat 4



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120008425	A C STORAGE, LLC 1446 N 9TH ST DAVID CITY, NE 68632	1329 36 RD DAVID CITY	19 15 3 DAVID CITY 19 15 3 PT NW1/4 3.77 AC ANNEX	\$465,630	3.77
120008427	BUTLER COUNTY AGRICULTURAL SOCIETY P.O. BOX 6 DAVID CITY, NE 68632	3590 & 355 M (W GATE) RD DAVID CITY	19 15 3 DAVID CITY 19 15 3 BLK 3,5,12 & 4 (EXCEPT 208.71 X 208.71 OF LOT 4)WHICH INCLUDES THE MAJORITY OF RDS & PT NW1/4 (FAIRGROUNDS) 54.14 AC ANNEX	N/A	54.14
120008426	BUTLER COUNTY NOXIOUS WEED CONTROL 3580 M RD DAVID CITY, NE 68632	3580 M RD DAVID CITY	19 15 3 DAVID CITY 19 15 3 PT LOT 4,PT NW1/4 PERKINS & THORPE 1 AC (BUILDING) ANNEX	N/A	1

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 4

- The plat is bounded by agricultural and commercial uses.
- The northern boundary of the plat is bounded by Area/Plat 3.

Character of property east of Area/Plat 4

- The eastern edges are bounded by the corporate limits of David City.

Character of property south of Area/Plat 4

- The southern edge is bounded by the corporate limits of David City.

Character of property west of Area/Plat 4

- The plat is bounded by crop ground and a residential homestead.
- The western edge of the plat is bounded by Area/Plat 12.

Other Criteria for the General Character of Area/Plat 4

- The plat contains crop grounds and the Butler County Fairgrounds.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 4

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 4 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Area/Plat 4 is adjacent and contiguous on multiple sides of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 4

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 4	
Parcels	3
Land Area	58.91 acres
Businesses	1
Structures	~26
Total Valuation	\$465,630
Land Valuation	\$48,475
Improvements Valuation	\$417,155
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Commercial, Fairgrounds
School District	N/A
City Taxes Annually	\$2,328.15
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

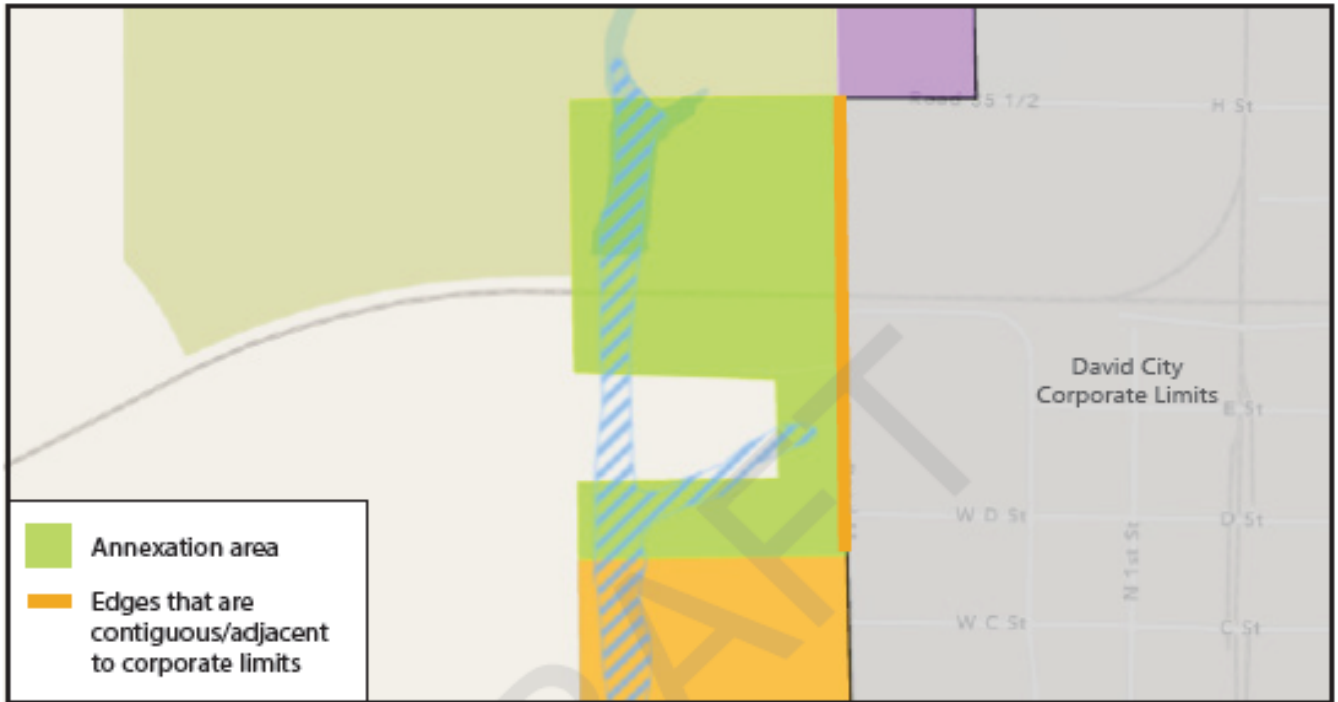
- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 4 is served by private wells.
- Water service is available adjacent to Area/Plat 4 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

This page intentionally left blank

DRAFT



Area/Plat 5A



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120033733 (partial)	HOLOUBEK/MARK R & WILLOW A 3531 M ROAD DAVID CITY, NE 68632	DAVID CITY	24 15 2 24 15 2 PT SE1/4,SW1/4 257.49 AC	\$1,458,505	257.49
120008438 (partial)	HOLOUBEK/MARK R & WILLOW A 3531 M ROAD DAVID CITY, NE 68632	3531 M RD DAVID CITY	24 15 2 DAVID CITY 24 15 2 PT E1/2 E1/4,SW1/4 & PT S1/2NE1/4 (1 AC RD) 28.26 AC ANNEX	\$387,520	28.26
120008437	DARO/RUSSELL A & LORETTA A 1691 SILVER DRIVE DAVID CITY, NE 68632	OLIVE	24 15 2 DAVID CITY 24 15 2 PT SE1/4 1.45 AC ANNEX	\$32,305	1.45

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 5A

- The plat is bounded by crop ground.
- The northern edge of the plat is bounded by Area/Plat 12.

Character of property east of Area/Plat 5A

- The eastern edge is bounded by the corporate limits of David City.

Character of property south of Area/Plat 5A

- The plat is bounded by crop ground.
- The southern edge of the plat is bounded by Area/Plat 5B.

Character of property west of Area/Plat 5A

- The plat is bounded by crop ground.

Other Criteria for the General Character of Area/Plat 5A

- The plat contains primarily agricultural and commercial uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 5A

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 5A meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 5A is adjacent and contiguous on one side of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 5A

- Based on the fact that there is one side touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 5A	
Parcels	3
Land Area	287.2 acres
Businesses	1
Structures	~19
Total Valuation	\$1,878,330
Land Valuation	\$1,613,435
Improvements Valuation	\$264,895
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Commercial, Agricultural, Residential
School District	N/A
City Taxes Annually	\$9,391.65
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 5A is served by private wells.
- Water service is available adjacent to Area/Plat 5A and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 5A	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 5A				
Existing Assessed Valuation				\$1,878,330
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 9,391.65
Central Comm College	0.09027200	\$ 1,695.61	0.09027200	\$ 1,695.61
Butler County	0.17805200	\$ 3,344.40	0.17805200	\$ 3,344.40
David City #9	0.03500000	\$ 657.42	0.03500000	\$ 657.42
Ag. Society	0.01000000	\$ 187.83	0.01000000	\$ 187.83
E.S.U. #7	0.01500000	\$ 281.75	0.01500000	\$ 281.75
David City 56	0.76514000	\$ 14,371.85	0.76514000	\$ 14,371.85
Lower Platte North	0.03140400	\$ 589.87	0.03140400	\$ 589.87
56 K8 Quality Purpose	0.01830800	\$ 343.88	0.01830800	\$ 343.88
56 9-12 Quality Purpose	0.00104400	\$ 19.61	0.00104400	\$ 19.61
Total Combined	\$ 1.1442200	\$ 21,492.23	\$ 1.6442200	\$ 30,883.88

This page intentionally left blank



Area/Plat 5B



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120008439	SLAMA/AMY J C/O AMY SLAMA 630 33 RD RISING CITY, NE 68658	3511 M RD DAVID CITY	24 15 2 DAVID CITY 24 15 2 PT SE1/4 19.78 AC ANNEX	\$84,075	19.78

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 5B

- The plat is bounded by crop ground, commercial, and residential uses.

Character of property east of Area/Plat 5B

- The eastern side is bounded by the corporate limits of David City.

Character of property south of Area/Plat 5B

- The plat is bounded by residential uses.
- The southern edge of the plat is partially bounded by Area/Plat 5C.

Character of property west of Area/Plat 5B

- The plat is bounded by crop ground.

Other Criteria for the General Character of Area/Plat 5B

- The plat contains agricultural uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 5B

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 5B meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 5B is adjacent and contiguous on one side of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 5B

- Based on the fact that there is one side touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 5B	
Parcels	1
Land Area	19.78 acres
Businesses	0
Structures	1
Total Valuation	\$84,075
Land Valuation	\$70,455
Improvements Valuation	\$13,620
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agricultural
School District	N/A
City Taxes Annually	\$420.38
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 5B is served by private wells.
- Water service is available adjacent to Area/Plat 5B and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 5B	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

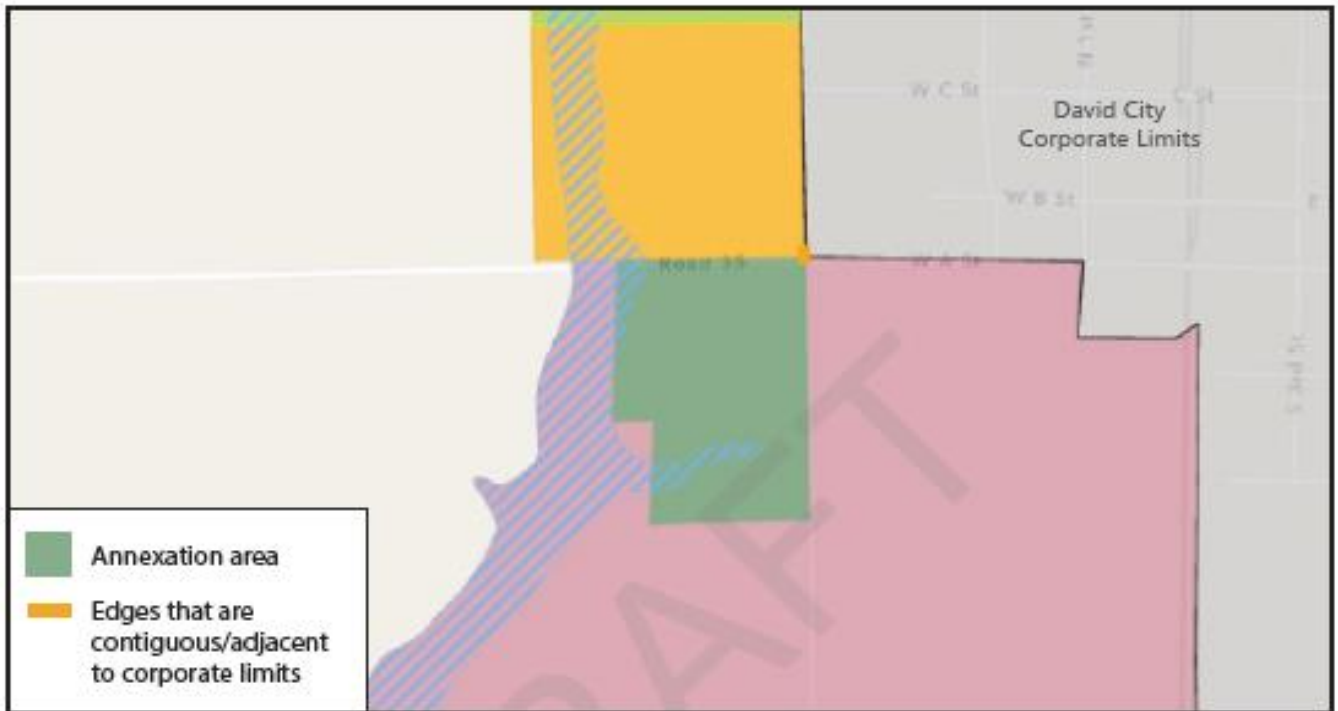
1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 5B				
Existing Assessed Valuation				\$84,075
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 420.38
Central Comm College	0.09027200	\$ 75.90	0.09027200	\$ 75.90
Butler County	0.17805200	\$ 149.70	0.17805200	\$ 149.70
David City #9	0.03500000	\$ 29.43	0.03500000	\$ 29.43
Ag. Society	0.01000000	\$ 8.41	0.01000000	\$ 8.41
E.S.U. #7	0.01500000	\$ 12.61	0.01500000	\$ 12.61
David City 56	0.76514000	\$ 643.29	0.76514000	\$ 643.29
Lower Platte North	0.03140400	\$ 26.40	0.03140400	\$ 26.40
56 K8 Quality Purpose	0.01830800	\$ 15.39	0.01830800	\$ 15.39
56 9-12 Quality Purpose	0.00104400	\$ 0.88	0.00104400	\$ 0.88
Total Combined	\$ 1.1442200	\$ 962.00	\$ 1.6442200	\$ 1,382.38

This page intentionally left blank



Area/Plat 5C



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120008440	BENNETT/RICHARD D & BEVERLY A (TRUST C/O RICHARD D & BEVERLY A BENNETT 3497 M RD DAVID CITY, NE 68632	3497 M RD DAVID CITY	25 15 2 DAVID CITY 25 15 2 PT NE1/4NE1/4 9.82 ACANNEXED	\$279,920	9.82
120008441	SAALFELD/DON G 3481 M RD DAVID CITY, NE 68632	3481 M RD DAVID CITY	25 15 2 DAVID CITY 25 15 2 PT NE1/4NE1/4 5.5 AC ANNEXED	\$487,660	5.5

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 5C

- The plat is bounded by crop ground.
- The northern edge of the plat is bounded by Area/Plat 5B.

Character of property east of Area/Plat 5C

- The plat is bounded by crop ground.
- The eastern edge of the plat is bounded by Area/Plat 11.

Character of property south of Area/Plat 5C

- The plat is bounded by crop ground.
- The southern edge of the plat is bounded by Area/Plat 11.

Character of property west of Area/Plat 5C

- The plat is bounded by crop ground.

Other Criteria for the General Character of Area/Plat 5C

- The plat contains residential uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 5C

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 5C meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 5C is adjacent and contiguous on one side of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 5C

- Based on the fact that the plat shares a corner with the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 5C	
Parcels	2
Land Area	15.3 acres
Businesses	0
Structures	~10
Total Valuation	\$767,580
Land Valuation	\$142,760
Improvements Valuation	\$625,405
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Residential
School District	N/A
City Taxes Annually	\$3,837.90
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 5C is served by private wells.
- Water service is available adjacent to Area/Plat 5C and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 5C	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

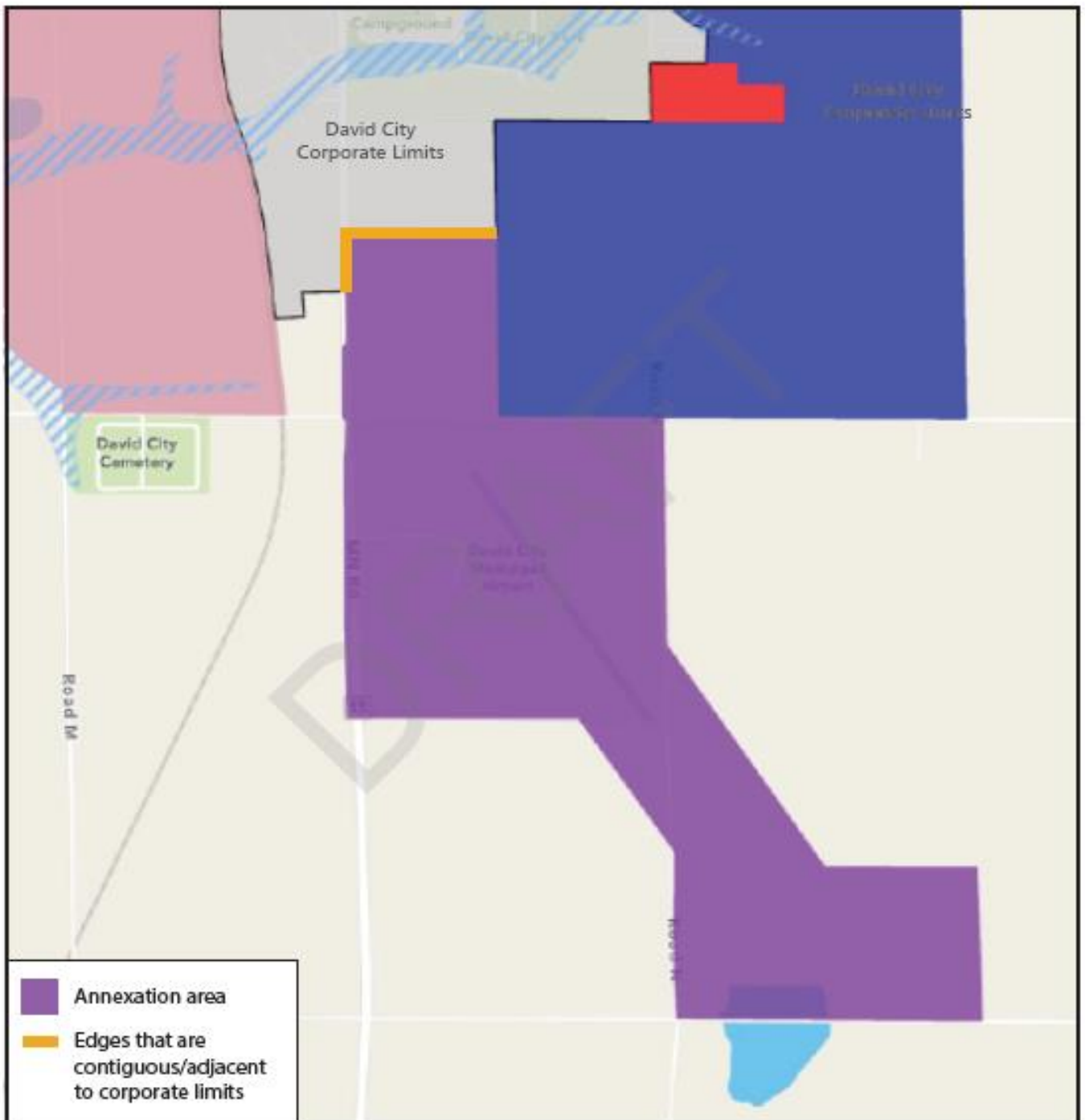
1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 5C				
Existing Assessed Valuation				\$767,580
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 3,837.90
Central Comm College	0.09027200	\$ 692.91	0.09027200	\$ 692.91
Butler County	0.17805200	\$ 1,366.69	0.17805200	\$ 1,366.69
David City #9	0.03500000	\$ 268.65	0.03500000	\$ 268.65
Ag. Society	0.01000000	\$ 76.76	0.01000000	\$ 76.76
E.S.U. #7	0.01500000	\$ 115.14	0.01500000	\$ 115.14
David City 56	0.76514000	\$ 5,873.06	0.76514000	\$ 5,873.06
Lower Platte North	0.03140400	\$ 241.05	0.03140400	\$ 241.05
56 K8 Quality Purpose	0.01830800	\$ 140.53	0.01830800	\$ 140.53
56 9-12 Quality Purpose	0.00104400	\$ 8.01	0.00104400	\$ 8.01
Total Combined	\$ 1.1442200	\$ 8,782.80	\$ 1.6442200	\$ 12,620.70

This page intentionally left blank



Area/Plat 6



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120008401	AQUINAS HIGH SCHOOL C/O FR MICHAEL VENTRE PO BOX 149 DAVID CITY, NE 68632	FRANKLIN	30 15 3 DAVID CITY 30 15 3 PT W1/2SE1/4 48.78 ACANNEX	\$273,685	48.78
120008402	CITY OF DAVID CITY 557 N 4TH ST P O BOX 191 DAVID CITY, NE 68632	3380 MN RD DAVID CITY	31 15 3 DAVID CITY 31 15 3 PT NE1/4,PT SE1/4 166.31 AC (AIRPORT) ANNEX	N/A	167.40
120008405	CITY OF DAVID CITY 557 N 4TH ST P O BOX 191 DAVID CITY, NE 68632	FRANKLIN	32 15 3 DAVID CITY 32 15 3 PT NW1/4,PT N1/2SW1/4; PT S1/2SW1/4 43.65 AC (AIRPORT BUFFER) ANNEX	N/A	43.65
120008406	CITY OF DAVID CITY 490 E STREET DAVID CITY, NE 68632	FRANKLIN	32 15 3 DAVID CITY 32 15 3 PT S1/2SW1/4 66.20 ACANNEX	N/A	66.20
120008403	CITY OF DAVID CITY 557 N 4TH ST P O BOX 191 DAVID CITY, NE 68632	FRANKLIN	31 15 3 DAVID CITY 31 15 3 PT NE1/4 2 AC (BRYON FORNEY LEASE) AND 150X150 (.51 AC) TO ROTH AERIAL SPRAYING INC (TOTAL AC 2.51) ANNEX	\$39,695	2.51

DRAFT

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 6

- The northern edge is bounded by the corporate limits of David City.

Character of property east of Area/Plat 6

- The plat is bounded by crop ground and a residential homestead.
- The eastern edge of the plat is partially bounded by Area/Plat 13.

Character of property south of Area/Plat 6

- The plat is bounded by crop ground and a residential homestead.

Character of property west of Area/Plat 6

- The plat is bounded by crop ground, commercial uses, and a residential homestead.

Other Criteria for the General Character of Area/Plat 6

- The plat contains crop ground and the David City Municipal Airport.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 6

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 6 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 6 is adjacent and contiguous on two sides of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 6

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 6	
Parcels	5
Land Area	328.54 acres
Businesses	0
Structures	~1
Total Valuation	\$313,380
Land Valuation	\$313,380
Improvements Valuation	\$0
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agricultural, Airport
School District	N/A
City Taxes Annually	\$1,566.90
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 6 is served by private wells.
- Water service is available adjacent to Area/Plat 6 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 6	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

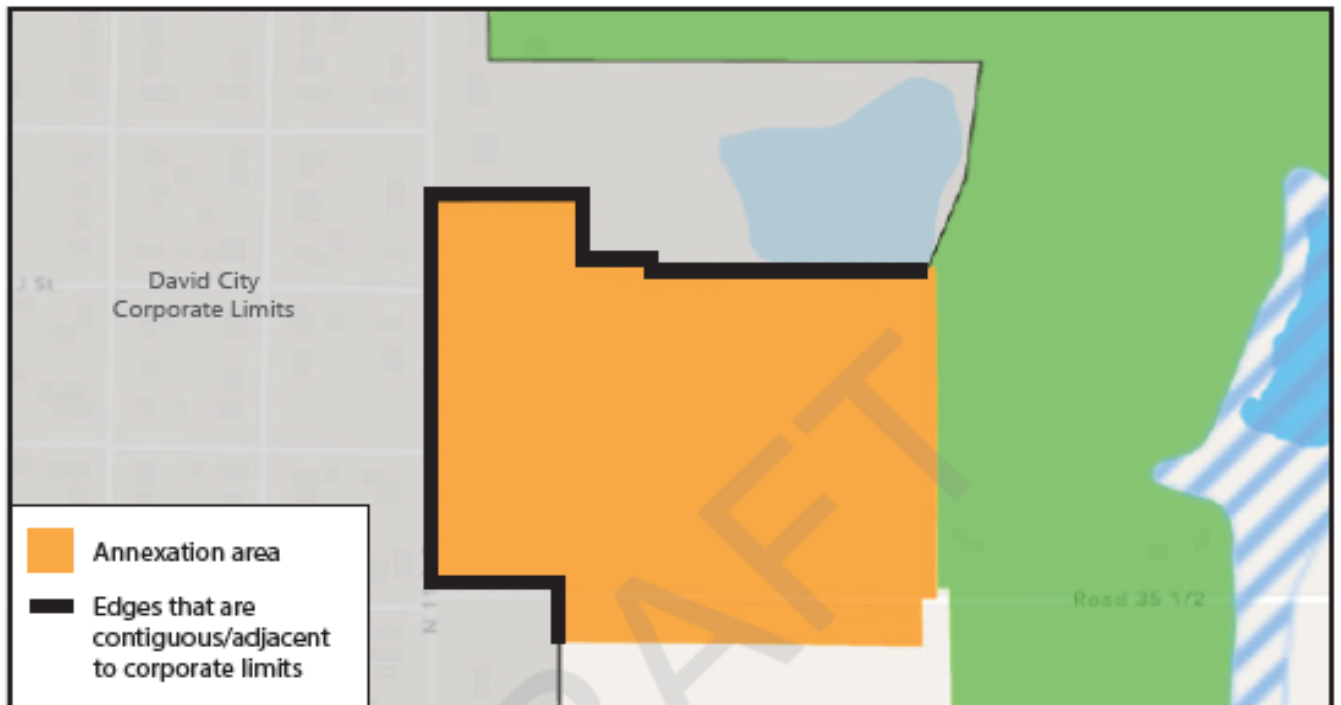
At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 6				
Existing Assessed Valuation				\$313,380
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 1,566.90
Central Comm College	0.09027200	\$ 282.89	0.09027200	\$ 282.89
Butler County	0.17805200	\$ 557.98	0.17805200	\$ 557.98
David City #9	0.03500000	\$ 109.68	0.03500000	\$ 109.68
Ag. Society	0.01000000	\$ 31.34	0.01000000	\$ 31.34
E.S.U. #7	0.01500000	\$ 47.01	0.01500000	\$ 47.01
David City 56	0.76514000	\$ 2,397.80	0.76514000	\$ 2,397.80
Lower Platte North	0.03140400	\$ 98.41	0.03140400	\$ 98.41
56 K8 Quality Purpose	0.01830800	\$ 57.37	0.01830800	\$ 57.37
56 9-12 Quality Purpose	0.00104400	\$ 3.27	0.00104400	\$ 3.27
Total Combined	\$ 1.1442200	\$ 3,585.76	\$ 1.6442200	\$ 5,152.66



Area/Plat 7



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120008408	TRAWICKE/JOHN JOSEPH 1519 OLIN AVE OMAHA, NE 68108	FRANKLIN	20 15 3 DAVID CITY 20 15 3 PT S1/2NW1/4 25.23 AC ANNEX	\$150,000	25.23
120008409	OBORNY/CHARLES J & PATRICIA M 609 11TH STREET DAVID CITY, NE 68632	FRANKLIN	20 15 3 DAVID CITY 20 15 3 PT N1/2SW1/4 2.91 AC ANNEX	\$6,320	2.91
120035666	SABATA/LANE 3620 O RD DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT NW1/4SW1/4 1.5 AC	\$8,475	1.5

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 7

- The plat is bounded by the corporate limits of David City.

Character of property east of Area/Plat 7

- The plat is bounded by crop ground and residential homesteads.
- The eastern edge of the plat is bounded by Area/Plat 10.

Character of property south of Area/Plat 7

- The plat is bounded by crop ground.

Character of property west of Area/Plat 7

- The plat is bounded by the corporate limits of David City.

Other Criteria for the General Character of Area/Plat 7

- The plat contains agricultural uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 7

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 7 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 7 is adjacent and contiguous on multiple side of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 7

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 7	
Parcels	4
Land Area	41.6 acres
Businesses	0
Structures	0
Total Valuation	\$241,815
Land Valuation	\$241,815
Improvements Valuation	\$0
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agricultural
School District	N/A
City Taxes Annually	\$1,209.08
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 7 is served by private wells.
- Water service is available adjacent to Area/Plat 7 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 7	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

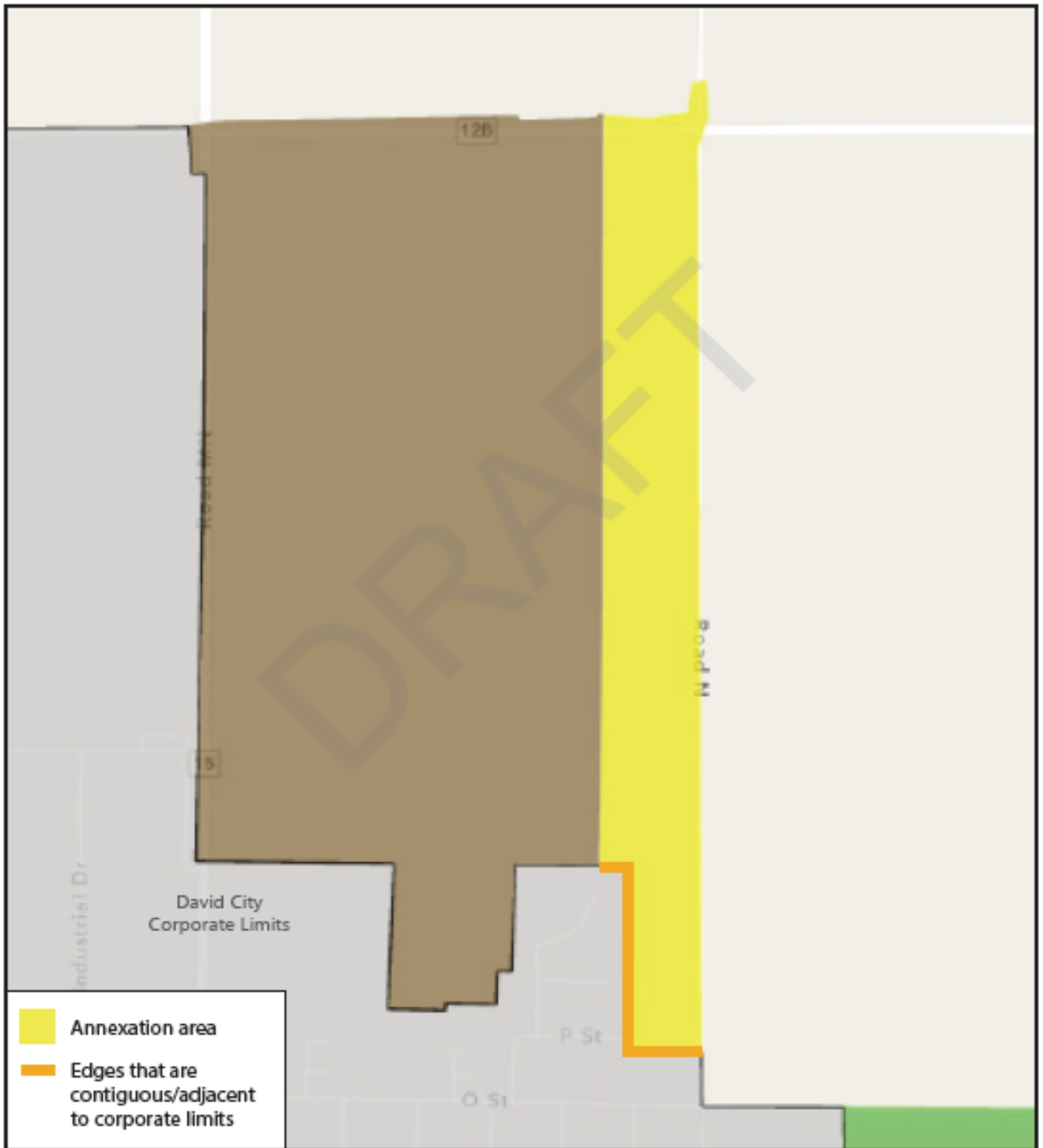
1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 7				
Existing Assessed Valuation				\$241,815
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 1,209.08
Central Comm College	0.09027200	\$ 218.29	0.09027200	\$ 218.29
Butler County	0.17805200	\$ 430.56	0.17805200	\$ 430.56
David City #9	0.03500000	\$ 84.64	0.03500000	\$ 84.64
Ag. Society	0.01000000	\$ 24.18	0.01000000	\$ 24.18
E.S.U. #7	0.01500000	\$ 36.27	0.01500000	\$ 36.27
David City 56	0.76514000	\$ 1,850.22	0.76514000	\$ 1,850.22
Lower Platte North	0.03140400	\$ 75.94	0.03140400	\$ 75.94
56 K8 Quality Purpose	0.01830800	\$ 44.27	0.01830800	\$ 44.27
56 9-12 Quality Purpose	0.00104400	\$ 2.52	0.00104400	\$ 2.52
Total Combined	\$ 1.1442200	\$ 2,766.90	\$ 1.6442200	\$ 3,975.97

This page intentionally left blank



Area/Plat 8



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120035497	DIVIS/ANDREW J & JENNIFER E 3691 N RD DAVID CITY, NE 68632	3691 N RD DAVID CITY	18 15 3 18 15 3 LOT 1 SIFFRING SUB DIV 6.29 AC	\$158,870	6.29
120035511	MEISTER/RYAN J & JEAN M 3681 N ROAD DAVID CITY, NE 68632	FRANKLIN	18 15 3 18 15 3 LOTS 2 & 3 SIFFRING SUB DIV 3.69AC	\$25,815	3.69
120035472	GARCIA/JORGE AND ERIKA NAVARRO GALLADRO 765 C STREET DAVID CITY, NE 68632	3675 N RD DAVID CITY	18 15 3 18 15 3 LOT 6 SIFFRING SUB DIV,PT E1/2NE1/4 2 AC	\$23,040	2
120035476	HARMS/JASON D & SCOTT D C/O GORDON & SHERALYN HARMS 3671 N RD DAVID CITY, NE 68632	FRANKLIN	18 15 3 18 15 3 W 219' OF LOT 7,W 211' OF LOT 8 SIFFRING SUB DIV 1.69 AC	\$20,480	1.69
120035504	HARMS/JASON D & SCOTT D C/O GORDON & SHERALYN HARMS 3671 N RD DAVID CITY, NE 68632	3671 N RD DAVID CITY	18 15 3 18 15 3 E 250' OF LOT 7,N1/2 OF E 258' OF LOT 8 SIFFRING SUB DIV 1.49 AC	\$276,815	1.49
120035483	ANDEL/RUSSELL G(& JODENE K STOLL 3661 N RD DAVID CITY, NE 68632	3661 N RD DAVID CITY	18 15 3 18 15 3 E 258' OF LOT 9,S1/2 OF E 258' OF LOT 8 SIFFRING SUB DIV 1.52 AC (RUSS ANDEL # 45765)	\$244,265	1.52
120035462	OBORNY/CHARLES J 609 11TH ST DAVID CITY, NE 68632	FRANKLIN	18 15 3 18 15 3 LOT 6 & 10,PT OF 9 SIFFRING SUB DIV,PT E1/2NE1/4 3.06 AC	\$49,800	3.06
120035336	OBORNY/DAVID L 3651 ROAD N DAVID CITY, NE 68632	3651 N RD DAVID CITY	OBORNY/DAVID L 3651 ROAD N DAVID CITY, NE 68632	\$198,270	2.91
120035427	THOENDEL/VICTOR & RUTH 1315 6TH DAVID CITY, NE 68632	FRANKLIN	18 15 3 18 15 3 LOT 1, D.C.LAND & LOT CO'S SUBURBAN LOTS S1/2SE1/4 9.06 AC	\$75,815	9.06

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Plat/Area 8

- The plat is bounded by crop ground and a residential homestead.

Character of property east of Plat/Area 8

- The plat is bounded by crop ground.

Character of property south of Plat/Area 8

- The plat is bounded by the corporate limits of David City.

Character of property west of Plat/Area 8

- The plat is bounded by crop ground.
- The western edge of the plat is bounded by Area/Plat 14.

Other Criteria for the General Character of Plat/Area 8

- The plat contains a mixture of agricultural and residential uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Plat/Area 8

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 8 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 8 is adjacent and contiguous on one side of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 8

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 8	
Parcels	10
Land Area	35.4 acres
Businesses	0
Structures	~26
Total Valuation	\$1,498,760
Land Valuation	\$237,900
Improvements Valuation	\$1,234,045
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Residential, Agricultural
School District	N/A
City Taxes Annually	\$7,493.80
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 8 is served by private wells.
- Water service is available adjacent to Area/Plat 8 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 8	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 8				
Existing Assessed Valuation				\$1,498,760
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 7,493.80
Central Comm College	0.09027200	\$ 1,352.96	0.09027200	\$ 1,352.96
Butler County	0.17805200	\$ 2,668.57	0.17805200	\$ 2,668.57
David City #9	0.03500000	\$ 524.57	0.03500000	\$ 524.57
Ag. Society	0.01000000	\$ 149.88	0.01000000	\$ 149.88
E.S.U. #7	0.01500000	\$ 224.81	0.01500000	\$ 224.81
David City 56	0.76514000	\$ 11,467.61	0.76514000	\$ 11,467.61
Lower Platte North	0.03140400	\$ 470.67	0.03140400	\$ 470.67
56 K8 Quality Purpose	0.01830800	\$ 274.39	0.01830800	\$ 274.39
56 9-12 Quality Purpose	0.00104400	\$ 15.65	0.00104400	\$ 15.65
Total Combined	\$ 1.1442200	\$ 17,149.11	\$ 1.6442200	\$ 24,642.91



Area/Plat 9



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120008411	COUFAL/JOHN M & MAUREEN J 3510 K RD DAVID CITY, NE 68632	FRANKLIN	29 15 3 DAVID CITY 29 15 3 PT SW1/4NW1/4 2.84 AC ANNEX	\$14,565	2.84
120008412	ST.MARY'S CATHOLIC CHURCH FR. BRIAN CONNOR 580 I ST DAVID CITY, NE 68632	2452 N RD DAVID CITY	29 15 3 DAVID CITY 29 15 3 PT SW1/4NW1/4 5.69 ACANNEX	N/A	5.69
120008413	ST. MARY'S CHURCH OF DAVID CITY C/O FR. BRIAN CONNOR 580 I ST DAVID CITY, NE 68632	3452 N RD DAVID CITY	29 15 3 DAVID CITY 29 15 3 PT SW1/4NW1/4 3.03 ACANNEX	N/A	3.03

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 9

- The northern edge of the plat is partially bounded by the corporate limits of David City.
- The northern edge of the plat is partially bounded by Area/Plat 13 (residential and agricultural uses).

Character of property east of Area/Plat 9

- The plat is bounded by crop ground.
- The eastern edge of the plat is bounded by Area/Plat 13.

Character of property south of Area/Plat 9

- The plat is bounded by crop ground.
- The southern edge of the plat is bounded by Area/Plat 13.

Character of property west of Area/Plat 9

- The western edge of the plat is bounded by the corporate limits of David City.

Other Criteria for the General Character of Area/Plat 9

- The plat contains crop ground and St. Mary's Cemetery.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 9

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 9 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 9 is adjacent and contiguous on one side of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 9

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 9	
Parcels	3
Land Area	11.56 acres
Businesses	0
Structures	0
Total Valuation	\$14,565
Land Valuation	\$14,565
Improvements Valuation	\$0
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agricultural, Cemetery
School District	N/A
City Taxes Annually	\$72.82
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 9 is served by private wells.
- Water service is available adjacent to Area/Plat 9 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 9	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

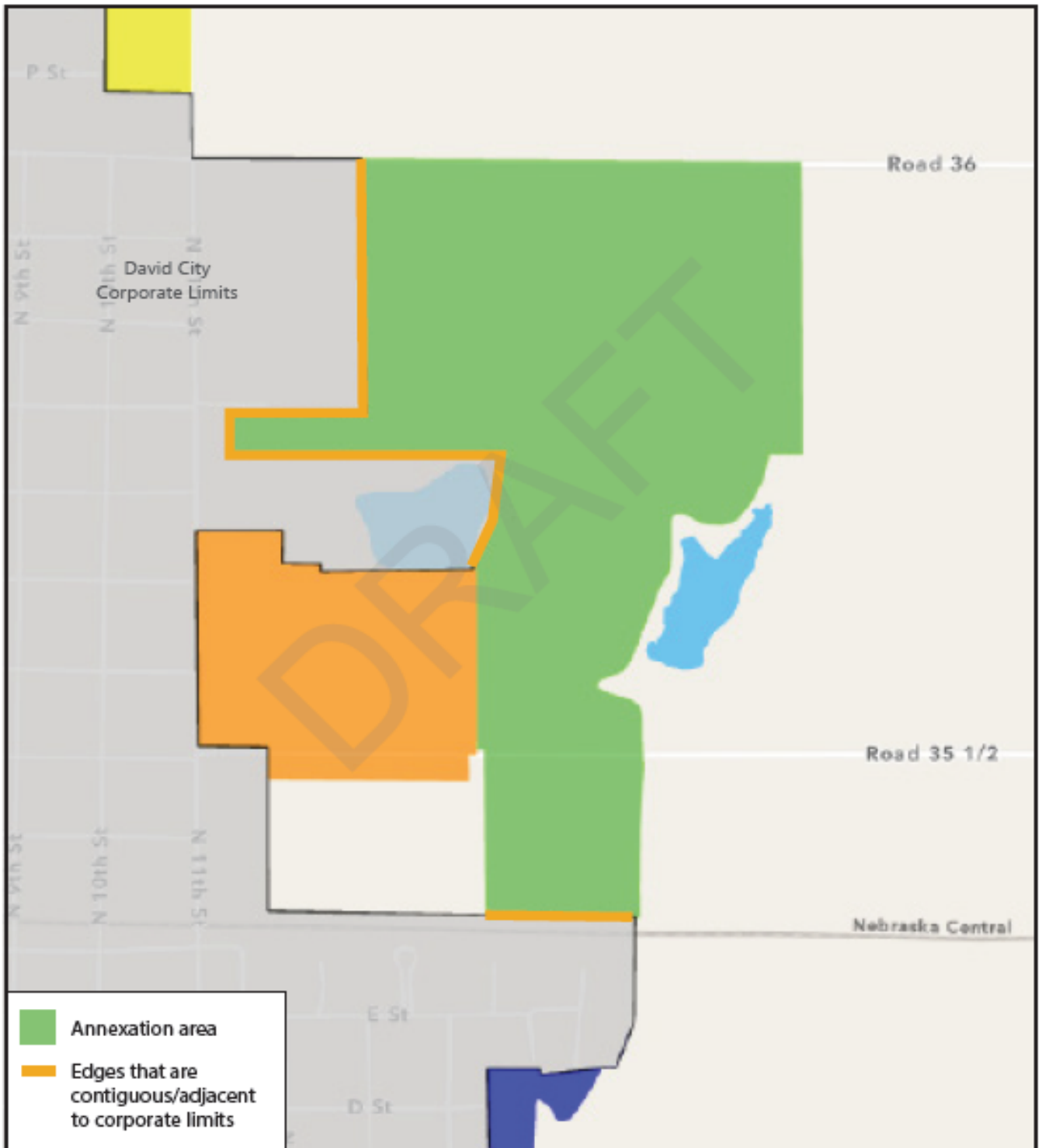
1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 9				
Existing Assessed Valuation				\$14,565
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 72.83
Central Comm College	0.09027200	\$ 13.15	0.09027200	\$ 13.15
Butler County	0.17805200	\$ 25.93	0.17805200	\$ 25.93
David City #9	0.03500000	\$ 5.10	0.03500000	\$ 5.10
Ag. Society	0.01000000	\$ 1.46	0.01000000	\$ 1.46
E.S.U. #7	0.01500000	\$ 2.18	0.01500000	\$ 2.18
David City 56	0.76514000	\$ 111.44	0.76514000	\$ 111.44
Lower Platte North	0.03140400	\$ 4.57	0.03140400	\$ 4.57
56 K8 Quality Purpose	0.01830800	\$ 2.67	0.01830800	\$ 2.67
56 9-12 Quality Purpose	0.00104400	\$ 0.15	0.00104400	\$ 0.15
Total Combined	\$ 1.1442200	\$ 166.66	\$ 1.6442200	\$ 239.48

This page intentionally left blank

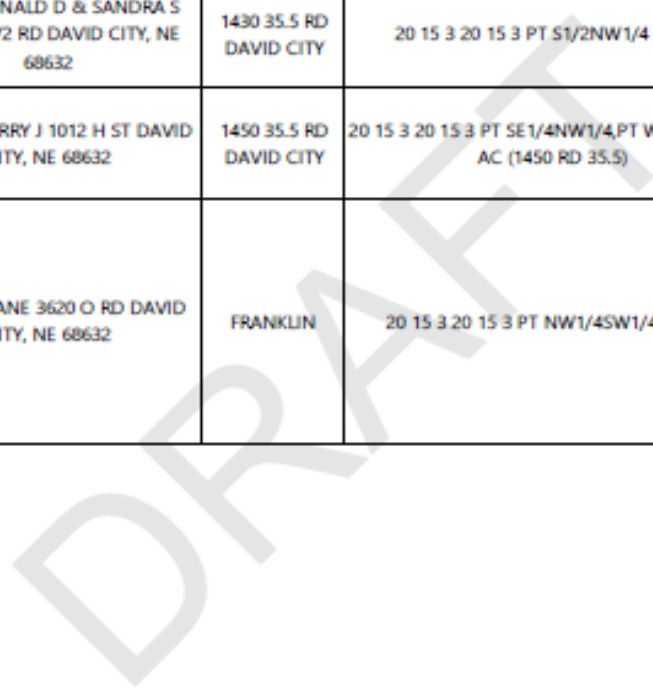


Area/Plat 10



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120035574	SABATA/LARRY J 1012 H ST DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT N1/2NW1/4 58.24 AC (MEYSENBURG FARM)	\$332,745	58.24
120035637 (partial)	SABATA/LARRY J 1012 H ST DAVID CITY, NE 68632	1440 35.5 RD DAVID CITY	20 15 3 20 15 3 PT SE1/4NW1/4 22 AC(1440 RD 35.5)	\$135,470	22
120035595	SABATA/LARRY J 1012 H ST DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT S1/2NW1/4 5 AC (RERUCHA PLACE)	\$25,440	5
120035623	SABATA/LARRY J 1012 H ST DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT S1/2NW1/4 11.51 AC	\$50,910	11.51
120035602	BOCK/DONALD D & SANDRA S 1430 35 1/2 RD DAVID CITY, NE 68632	1430 35.5 RD DAVID CITY	20 15 3 20 15 3 PT S1/2NW1/4 .77 AC	\$51,620	0.77
35588 (partial)	SABATA/LARRY J 1012 H ST DAVID CITY, NE 68632	1450 35.5 RD DAVID CITY	20 15 3 20 15 3 PT SE1/4NW1/4,PT W1/2NE1/4 5 AC (1450 RD 35.5)	\$51,615	5
120035665 (partial)	SABATA/LANE 3620 O RD DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT NW1/4SW1/4 1.5 AC	\$100,010	24.64



General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 10

- The plat is bounded by crop ground.

Character of property east of Area/Plat 10

- The plat is bounded by crop ground and a residential homestead.

Character of property south of Area/Plat 10

- The southern edge of the plat is bounded by the corporate limits of David City.

Character of property west of Area/Plat 10

- The western edge of the plat is partially bounded by the corporate limits of David City and Plat/Area 7 (agricultural uses).
- The plat is also bounded by crop ground and a residential homestead.

Other Criteria for the General Character of Area/Plat 10

- The plat contains is a mixture of agricultural and residential uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 10

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 10 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 10 is adjacent and contiguous on multiple sides of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Plat/Area 10

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 10	
Parcels	7
Land Area	127.16 acres
Businesses	0
Structures	~8
Total Valuation	\$747,810
Land Valuation	\$656,885
Improvements Valuation	\$87,160
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agricultural, Residential
School District	N/A
City Taxes Annually	\$3,739.05
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 10 is served by private wells.
- Water service is available adjacent to Area/Plat 10 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 10	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

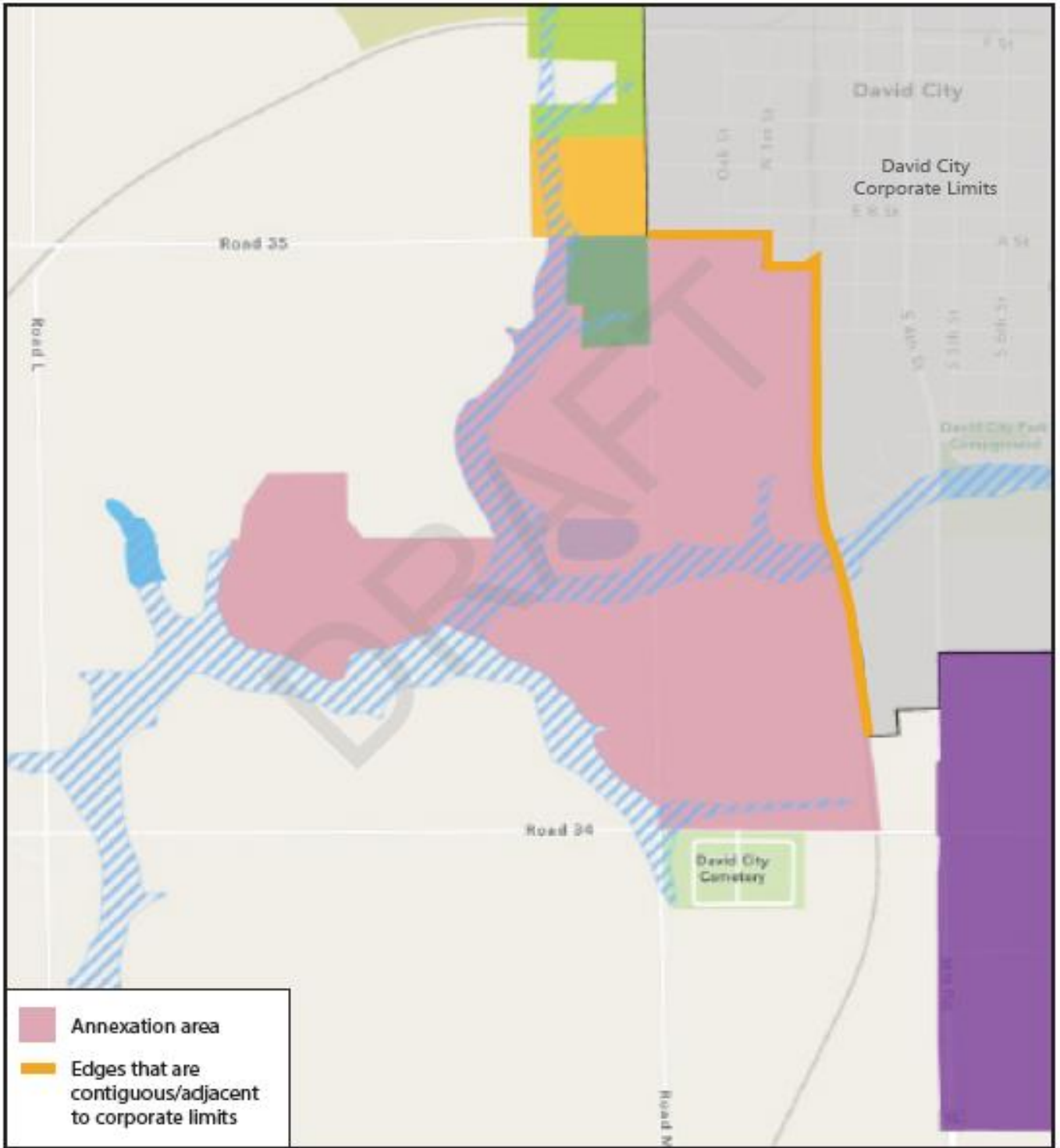
At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 10				
Existing Assessed Valuation				\$747,810
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 3,739.05
Central Comm College	0.09027200	\$ 675.06	0.09027200	\$ 675.06
Butler County	0.17805200	\$ 1,331.49	0.17805200	\$ 1,331.49
David City #9	0.03500000	\$ 261.73	0.03500000	\$ 261.73
Ag. Society	0.01000000	\$ 74.78	0.01000000	\$ 74.78
E.S.U. #7	0.01500000	\$ 112.17	0.01500000	\$ 112.17
David City 56	0.76514000	\$ 5,721.79	0.76514000	\$ 5,721.79
Lower Platte North	0.03140400	\$ 234.84	0.03140400	\$ 234.84
56 K8 Quality Purpose	0.01830800	\$ 136.91	0.01830800	\$ 136.91
56 9-12 Quality Purpose	0.00104400	\$ 7.81	0.00104400	\$ 7.81
Total Combined	\$ 1.1442200	\$ 8,556.59	\$ 1.6442200	\$ 12,295.64



Area/Plat 11



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120033775 (partial)	SCHMID/DICK A & JANICE A 1180 35 RD DAVID CITY, NE 68632	OLIVE	25 15 2 25 15 2 PT NE1/4 139.45 AC	\$715,100	139.45
120036246	BUTLER COUNTY CONCRETE & DESIGN LLC C/O JASON CAMPBELL 1214 B STREET DAVID CITY, NE 68632	FRANKLIN	30 15 3 30 15 3 PT N1/2NW1/4 1.19 AC	\$2,900	1.19
120036247	SWENEY CONSTRUCTION, LLC C/O PATRICIA SWENEY 336 4TH ST DAVID CITY, NE 68632	FRANKLIN	30 15 3 30 15 3 PT N1/2NW1/4 6.256 AC	\$32,035	6.256
120036232	TOOKER/PHYLLIS A (-TRUSTEE C/O RUSSELL TOOKER 3680 J ROAD DAVID CITY, NE 68632	FRANKLIN	30 15 3 30 15 3 PT W1/2NW1/4,PT NW1/4NW1/4 74.62AC	\$370,545	74.62
120036239	CITY OF DAVID CITY 557 N 4TH ST P O BOX 191 DAVID CITY, NE 68632	FRANKLIN	30 15 3 30 15 3 CORNER OF SW1/4NW1/4(50 X 200),CORNER OF NW1/4NW1/4SW1/4(217 .8 X	\$5,050	1.23
120036253	FRANKLIN/KIMBERLY C/O JEANNETTE A ZEGERS 323 FREMONT OCTAVIA, NE 68632	FRANKLIN	30 15 3 30 15 3 PT SW1/4 101.2 AC	\$561,300	101.2
120033789 (partial)	H-KO FARMS LLC C/O JESSE HOUGH 1197 34 ROAD DAVID CITY, NE 68632	OLIVE	25 15 2 25 15 2 PT SE1/4, PT W1/2SW1/4, SE1/4SW1/4 202.53 AC	\$860,280	202.53
120033803 (partial)	CITY OF DAVID CITY 557 N 4TH ST P O BOX 191 DAVID CITY, NE 68632	OLIVE (LAGOON & BUILDING)	25 15 2 25 15 2 PT SE1/4,PT SE1/4NW1/4,PT SE1/4NE1/4,PT SW1/4 89.13 AC (LAGOON AND BUILDING)	N/A	89.13
120036225	NORTHERN NATURAL GAS CO. 2223 DODGE STREET OMAHA, NE 68102	FRANKLIN	30 15 3 30 15 3 PT NW1/4NW1/4 (100' X 75') .17 AC	\$0	0.17

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Plat/Area 11

- The northern edge of the plat is bounded by the corporate limits of David City, Plat/Area 5B, and Plat/Area 5C (agricultural and residential uses).

Character of property east of Plat/Area 11

- The eastern edge of the plat is bounded by the corporate limits of David City.
- The plat is also bounded by railroad tracks.

Character of property south of Plat/Area 11

- The plat is bounded by crop ground and David City Cemetery.

Character of property west of Plat/Area 11

- The plat is bounded by crop ground and industrial uses.

Other Criteria for the General Character of Plat/Area 11

- The plat contains a mixture of agricultural and residential uses. It also contains the David City Waste Water Plant.
- The surrounding areas are considered to be urban and suburban in character.

Findings for General Character of Plat/Area 11

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 11 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 11 is adjacent and contiguous on multiple sides of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Plat/Area 11

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 11	
Parcels	9
Land Area	615.776 acres
Businesses	0
Structures	~4
Total Valuation	\$2,547,210
Land Valuation	\$2,532,655
Improvements Valuation	\$11,655
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agricultural, Residential, Waste Water Plant
School District	N/A
City Taxes Annually	\$12,736.05
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 11 is served by private wells.
- Water service is available adjacent to Area/Plat 11 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 11	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

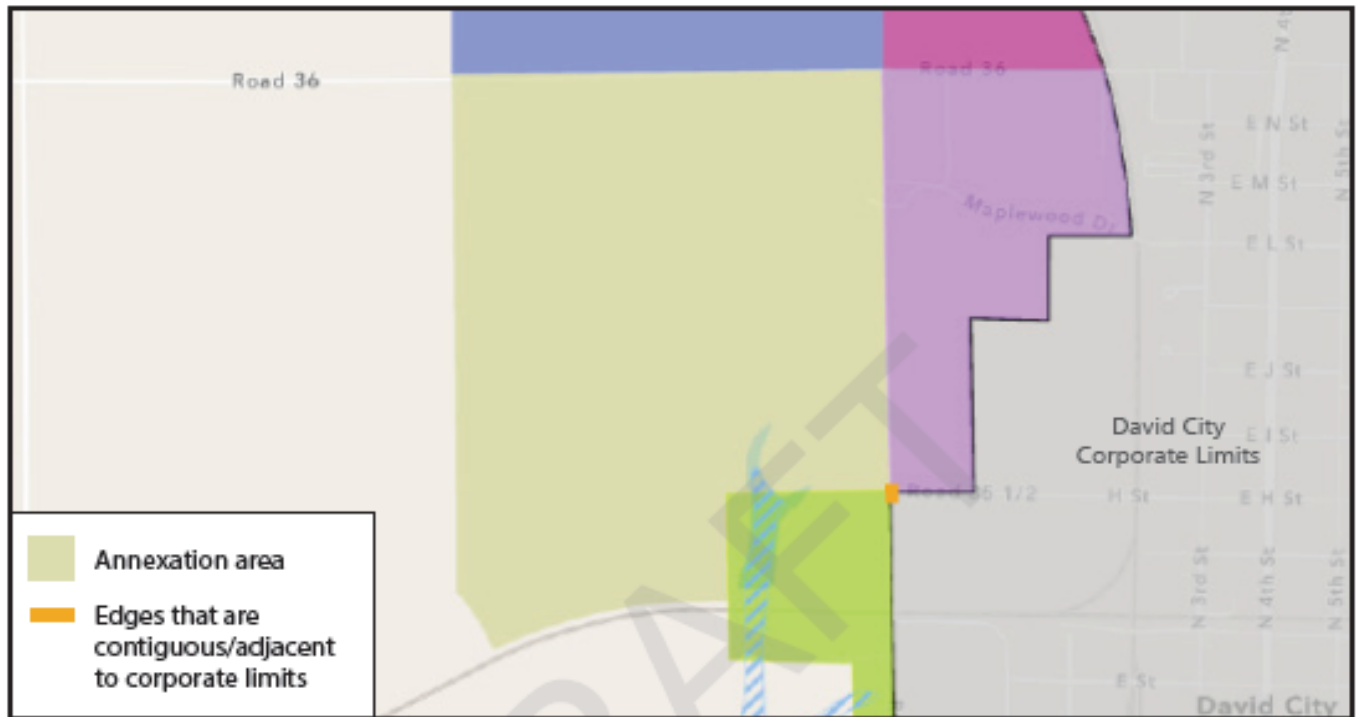
At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 11				
Existing Assessed Valuation				\$2,547,210
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 12,736.05
Central Comm College	0.09027200	\$ 2,299.42	0.09027200	\$ 2,299.42
Butler County	0.17805200	\$ 4,535.36	0.17805200	\$ 4,535.36
David City #9	0.03500000	\$ 891.52	0.03500000	\$ 891.52
Ag. Society	0.01000000	\$ 254.72	0.01000000	\$ 254.72
E.S.U. #7	0.01500000	\$ 382.08	0.01500000	\$ 382.08
David City 56	0.76514000	\$ 19,489.72	0.76514000	\$ 19,489.72
Lower Platte North	0.03140400	\$ 799.93	0.03140400	\$ 799.93
56 K8 Quality Purpose	0.01830800	\$ 466.34	0.01830800	\$ 466.34
56 9-12 Quality Purpose	0.00104400	\$ 26.59	0.00104400	\$ 26.59
Total Combined	\$ 1.1442200	\$ 29,145.69	\$ 1.6442200	\$ 41,881.74



Area/Plat 12



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
0033733	HOLOUBEK/MARK R & WILLOW A 3531 M ROAD DAVID CITY, NE 68632	DAVID CITY	24 15 2 24 15 2 PT SE1/4,SW1/4 257.49 AC	\$1,458,505	257.49
0033741	JB SCHMID, LLC C/O JEFFREY A SCHMID P O BOX 26 DAVID CITY, NE 68632	OLIVE	24 15 2 24 15 2 PT NW1/4,NW1/4 5.97 AC	\$38,610	5.97
0033740	SCHMID/DICK A & JANICE A 1180 35 RD DAVID CITY, NE 68632	OLIVE	24 15 2 24 15 2 PT NW1/4 148.58 AC	\$821,865	148.58
0033742	PALENCIA RIVAS/GUADALUPE D/B/A PALENCIA TRUCKING 379 N 7TH STREET DAVID CITY, NE 68632	OLIVE	24 15 2 24 15 2 PT NW1/4 2.42 AC	\$16,000	2.42
0033727	AG PROCESSING INC 12700 W DODGE ROAD OMAHA, NE 68154	OLIVE	24 15 2 24 15 2 PT NW1/2NE1/4 1.14 AC	\$7,410	1.14
0033726	HILGER/MATTHEW R C/O ROBERT & SUSAN HILGER 1236 4TH ST DAVID CITY, NE 68632	OLIVE	24 15 2 24 15 2 PT N1/2NE1/4 75.90 AC	\$477,935	75.9
0033735	HOLOUBEK/MARK R & WILLOW A 3531 M ROAD DAVID CITY, NE 68632	OLIVE	24 15 2 24 15 2 PT S1/2NE1/4 79 AC	\$463,960	79

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 12

- The plat is bounded by crop ground.
- The northern edge of the plat is bounded by Area/Plat AGP (1).

Character of property east of Area/Plat 12

- The plat is bounded by agricultural uses and the Butler County Fairgrounds.
- The eastern edge of the plat is bounded by Area/Plat 4 and Area/Plat 5A.

Character of property south of Area/Plat 12

- The plat is bounded by agricultural and commercial uses, as well as the railroad tracks.
- The southern edge of the plat is partially bounded by Area/Plat 5A.

Character of property west of Area/Plat 12

- The plat is bounded by crop ground.

Other Criteria for the General Character of Area/Plat 12

- The plat contains a mixture of agricultural and commercial uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 12

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 12 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 12 is adjacent and contiguous on one corner of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Plat/Area 12

- Based on the fact that a corner of the plat is touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 12	
Parcels	7
Land Area	570.5 acres
Businesses	2
Structures	~15
Total Valuation	\$3,284,285
Land Valuation	\$3,243,325
Improvements Valuation	\$40,960
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agricultural, Commercial
School District	N/A
City Taxes Annually	\$16,421.43
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 12 is served by private wells.
- Water service is available adjacent to Area/Plat 12 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 12	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

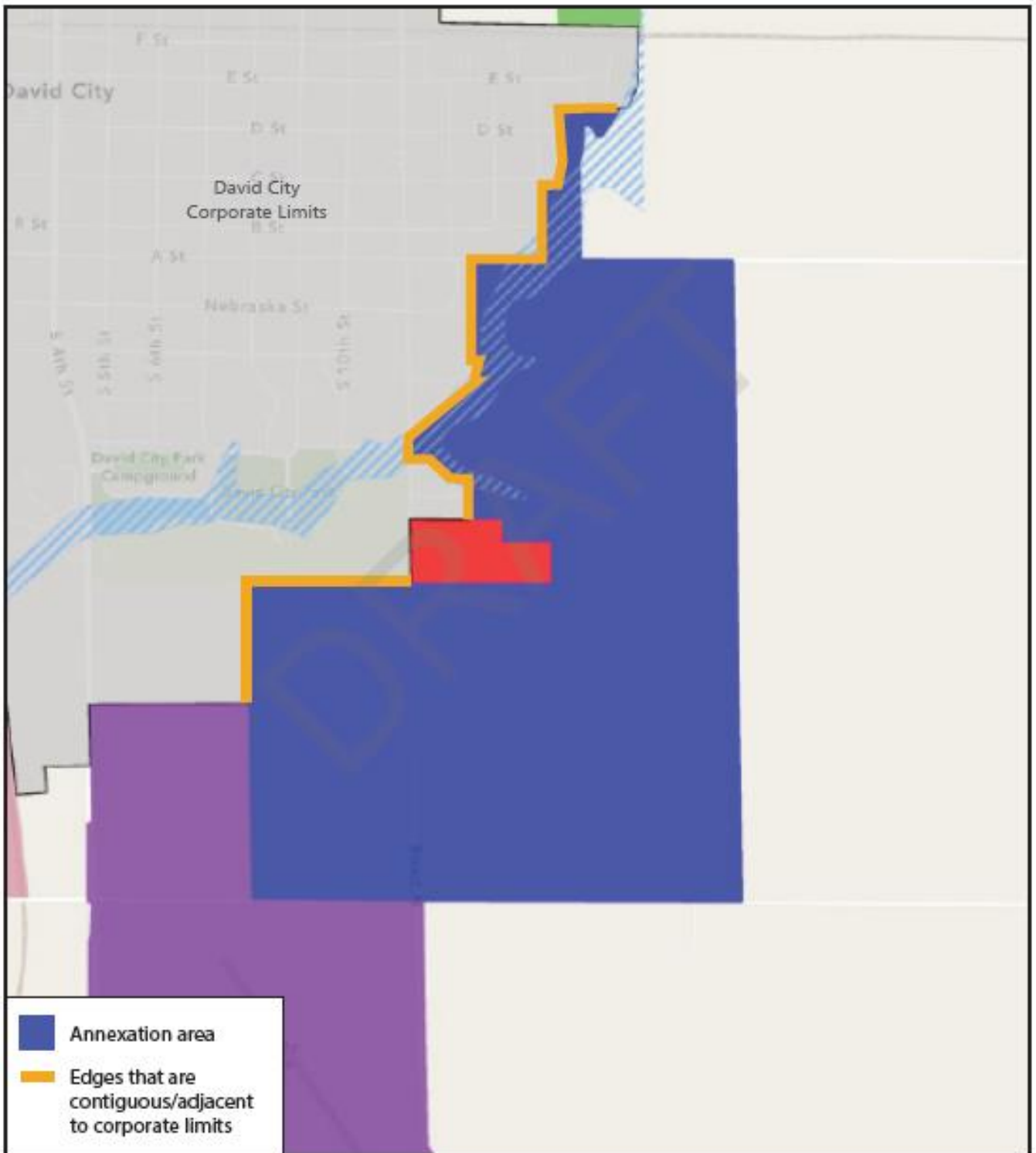
Financial Impact on the Properties - Area/Plat 12				
Existing Assessed Valuation				\$3,284,285
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 16,421.43
Central Comm College	0.09027200	\$ 2,964.79	0.09027200	\$ 2,964.79
Butler County	0.17805200	\$ 5,847.74	0.17805200	\$ 5,847.74
David City #9	0.03500000	\$ 1,149.50	0.03500000	\$ 1,149.50
Ag. Society	0.01000000	\$ 328.43	0.01000000	\$ 328.43
E.S.U. #7	0.01500000	\$ 492.64	0.01500000	\$ 492.64
David City 56	0.76514000	\$ 25,129.38	0.76514000	\$ 25,129.38
Lower Platte North	0.03140400	\$ 1,031.40	0.03140400	\$ 1,031.40
56 K8 Quality Purpose	0.01830800	\$ 601.29	0.01830800	\$ 601.29
56 9-12 Quality Purpose	0.00104400	\$ 34.29	0.00104400	\$ 34.29
Total Combined	\$ 1.1442200	\$ 37,579.45	\$ 1.6442200	\$ 54,000.87

This page intentionally left blank

DRAFT



Area/Plat 13



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (acres)
120036193	VANDENBERG/DAVID J 1454 35TH ROAD DAVID CITY, NE 68632	FRANKLIN	29 15 3 29 15 3 PT NE1/4NW1/4 3 AC	\$7,425	3
120036176	GLODOWSKI/DARYL R & MELISSA K D/B/A 3G TRUCKING 1215 BEMIS DRIVE DAVID CITY, NE 68632	1441 35 RD DAVID CITY	29 15 3 29 15 3 PT NE1/4NW1/4 3 AC	\$160,740	3
120036162	COUFAL/JOHN M & MAUREEN J 3510 K RD DAVID CITY, NE 68632	FRANKLIN	29 15 3 29 15 3 PT NW1/4 93.55 AC	\$480,855	93.55
120036163	COUFAL/JOHN M & MAUREEN J 3510 K ROAD DAVID CITY, NE 68632	FRANKLIN	29 15 3 29 15 3 PT NW1/4 27.34 ACRES	\$100,690	27.34
120036174	GLODOWSKI/DARYL & MELISSA 1215 BEMIS DRIVE DAVID CITY, NE 68632	FRANKLIN	29 15 3 29 15 3 PT NW1/4 .75 ACRES	\$2,025	0.75
120036158	GLODOWSKI/MELISSA K & DARYL 1215 BEMIS DRIVE DAVID CITY, NE 68632	FRANKLIN	29 15 3 29 15 3 PT NW1/4NW1/4 TRACT C .12 AC	\$835	0.12
120036159	GLODOWSKI/MELISSA K & DARYL 1215 BEMIS DRIVE DAVID CITY, NE 68632	FRANKLIN	29 15 3 29 15 3 PT NW1/4NW1/4 (TRACT B) .06 AC	\$13,915	0.06
120008639 (partial)	GLODOWSKI/MELISSA K & DARYL 1215 BEMIS DRIVE DAVID CITY, NE 68632	DAVID CITY	29 15 3 DAVID CITY 11710 SQ FT OF MULTI PURPOSE LAND EAST PARK MEADOWS ADDITION	\$1,875	0.27
120036164	HOMAN/DANIEL W & SANDRA J 1175 BEMIS DRIVE DAVID CITY, NE 68632	FRANKLIN	29 15 3 29 15 3 PT NW1/4 0.67 ACRES	\$1,800	0.67
120035684	KOZISEK/CHRISTOPHER D (B. NANCY J KYSER AND LAVERNE W KOZISEK 415 NORTH 15TH STREET DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT SW1/4 1.22AC	\$2,570	1.22
120035682	KOZISEK/PATRICK J & SHANNON K AND LAVERNE W KOZISEK 1448 NORTH 6TH STREET DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT SW1/4 1.36 AC	\$5,830	1.36
120035680	KOZISEK/JAMES L & CHERYL R 1400 D ST DAVID CITY, NE 68632-2165	1400 D ST DAVID CITY	20 15 3 20 15 3 PT SW1/4SW1/4 .04 AC	\$80	0.04
120035681	KOZISEK/JAMES L & CHERYL R AND LAVERNE W KOZISEK 1400 EAST D STREET DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT SW1/4 .08 AC	\$390	0.08
120035683	KOZISEK/BRIAN J & MISTYN AND LAVERNE W KOZISEK 324 NORTH 14TH STREET DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT SW1/4 0.88 AC	\$1,725	0.88
120035672	WOLLMER/TIMOTHY J & LORI A 1375 C ST DAVID CITY, NE 68632	FRANKLIN	20 15 3 20 15 3 PT W1/2SW1/4 2.30 AC	\$5,750	2.3
120035673	DAYHOFF/AMY L (ETAL C/O WM & SHIRLEY PETERSEN 1308 15TH ST CENTRAL CITY, NE 68826-1414	FRANKLIN	20 15 3 20 15 3 PT W1/2SW1/4 1.85 AC	\$4,050	1.85
120036197	BONGERS/SARA S (TRUSTEE OF THE SARA S BONGERS REV TRUST 2835 S VINE STREET DENVER, CO 80210	FRANKLIN	29 15 3 29 15 3 SW1/4 160 AC	\$1,000,800	160
120036281	PHILLIPS/CHARLES H (B. JUANITA M NELSON-PHILLIPS 3421 ROAD N DAVID CITY, NE 68632	3421 N RD DAVID CITY	30 15 3 30 15 3 PT E1/2SE1/4 3.14 AC	\$132,430	3.14
120036274	BONGERS/SARA S (TRUSTEE OF THE SARA S BONGERS REV TRUST 2835 S VINE STREET DENVER, CO 80210	FRANKLIN	30 15 3 30 15 3 PT E1/2SE1/4 76.86 AC	\$414,950	75.86

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Plat/Area 13

- The northern edge of the plat is bounded by the corporate limits of David City.

Character of property east of Plat/Area 13

- The plat is bounded by crop ground.

Character of property south of Plat/Area 13

- The plat is bounded by crop ground and the David City Municipal Airport.
- The southern edge of the plat is bounded by Plat/Area 6.

Character of property west of Plat/Area 13

- The western edge of the plat is bounded by the corporate limits of David City.

Other Criteria for the General Character of Plat/Area 13

- The plat contains a mixture of agricultural and residential uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Plat/Area 13

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 13 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only needs to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 13 is adjacent and contiguous on multiple sides of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Plat/Area 13

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 13	
Parcels	19
Land Area	375.49 acres
Businesses	0
Structures	~18
Total Valuation	\$2,338,735
Land Valuation	\$2,078,070
Improvements Valuation	\$260,665
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agricultural, Residential
School District	N/A
City Taxes Annually	\$11,693.68
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 13 is served by private wells.
- Water service is available adjacent to Area/Plat 13 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 13	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 13				
Existing Assessed Valuation				\$2,338,735
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 11,693.68
Central Comm College	0.09027200	\$ 2,111.22	0.09027200	\$ 2,111.22
Butler County	0.17805200	\$ 4,164.16	0.17805200	\$ 4,164.16
David City #9	0.03500000	\$ 818.56	0.03500000	\$ 818.56
Ag. Society	0.01000000	\$ 233.87	0.01000000	\$ 233.87
E.S.U. #7	0.01500000	\$ 350.81	0.01500000	\$ 350.81
David City 56	0.76514000	\$ 17,894.60	0.76514000	\$ 17,894.60
Lower Platte North	0.03140400	\$ 734.46	0.03140400	\$ 734.46
56 K8 Quality Purpose	0.01830800	\$ 428.18	0.01830800	\$ 428.18
56 9-12 Quality Purpose	0.00104400	\$ 24.42	0.00104400	\$ 24.42
Total Combined	\$ 1.1442200	\$ 26,760.27	\$ 1.6442200	\$ 38,453.95



Area/Plat 14



Parcel Information

Parcel	Owner(s)	Situs Address	Legal Description	Assessed Value	Total Lot Size (sq-ft)
120035329	H-KO FARMS LLC C/O JESSE HOUGH 1197 34 ROAD DAVID CITY, NE 68632	FRANKLIN	18 15 3 18 15 3 PT NE1/4,N1/2SE1/4 199.35 AC	\$1,276,750	199.35
120035431	DUBS/WILLIAM F & JUDITH L 796 QUAIL LANE DAVID CITY, NE 68632	FRANKLIN	18 15 3 18 15 3 PT OF LOTS 4 & 5 D.C.LAND & LOT CO'S SUBURBAN LOTS 11.01 AC	\$58,670	11.01
120035330	STATE OF NEBRASKA PO BOX 94759 LINCOLN, NE 68509	FRANKLIN	18 15 3 18 15 3 PT NE1/4(9.65 AC),PT NW1/4(2.69 AC),PT SW1/4(.73 AC),PT SE1/4(2.42 AC) TOTAL 15.49 AC		

General Character of Property and Area

The following is a description of the character surrounding the identified property.

Character of property north of Area/Plat 14

- The plat is bounded by crop ground.

Character of property east of Area/Plat 14

- The plat is bound by agricultural and residential uses.
- The eastern edge of the plat is bounded by Plat/Area 8.

Character of property south of Area/Plat 14

- The southern edge of the plat is bounded by the corporate limits of David City.

Character of property west of Area/Plat 14

- The western edge of the plat is bounded by the corporate limits of David City.

Other Criteria for the General Character of Area/Plat 14

- The plat contains agricultural uses.
- The plat is considered to be urban and suburban in character.

Findings for General Character of Area/Plat 14

- The plat is considered to be urban and suburban in character.
- Therefore, Area/Plat 14 meets the definition of Urban and Suburban in character.

Contiguous and Adjacent

Since the Nebraska Supreme Court has deemed contiguous and adjacent to be one and the same, the study only need to prove one of the conditions.

Contiguous and Adjacent conditions

- Plat/Area 14 is adjacent and contiguous on multiple sides of the corporate limits of the City of David City.

Findings for Contiguous and Adjacent of Area/Plat 14

- Based on the fact that there are multiple sides touching the existing corporate limits of David City, it is deemed to be contiguous and adjacent.

Summary of Area/Plat 14	
Parcels	2
Land Area	210.36 acres
Businesses	0
Structures	~1
Total Valuation	\$1,335,420
Land Valuation	\$1,309,765
Improvements Valuation	\$25,655
Water	Private
Sewer	Private
Electric	Butler Public Power District
Existing Land Uses	Agricultural
School District	N/A
City Taxes Annually	\$6,677.10
Anticipated Liabilities to be Incurred	Police coverage, street maintenance

Inventory of Services

Police Protection

The David City Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols.
- Handling of complaints and incidents report.
- Investigation of crimes.
- Standard speed and enforcement.
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression.
- These services are provided on a city-wide basis.

Fire Protection

The David City Volunteer Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue.
- Hazardous materials incident response.
- These services are provided on a city-wide basis by 55 firefighters operating from one fire station.

Emergency Medical Services

The David City Volunteer Fire Department is the current provider of local emergency medical services in the city and will provide these services to the annexation area:

- Emergency medical and ambulance services.
- Emergency dispatch (provided by the County Emergency Management Department)

Wastewater (Sanitary Sewer)

- Sanitary sewer is currently located in the corporate limits of David City.
- The plat area is currently served by individual private septic systems.
- Extensions of the current collection system can be constructed when requested, provided the extensions follow the criteria established by the City of David City.

- The cost of extending sanitary sewer throughout the plat area will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Roads and Streets

The City of David City will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal.
- Emergency pavement repair.
- Preventative street maintenance.
- Asphalt resurfacing.
- Ditch and drainage maintenance.
- Sign and signal maintenance.
- Asphalt resurfacing.

Electrical Utilities

This plat is currently provided electrical services by the Butler Public Power District. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services.
- Street lights.

Water Utilities

- The City of David City currently maintains the water utilities services in the corporate limits; Area/Plat 14 is served by private wells.
- Water service is available adjacent to Area/Plat 14 and has capacity to serve the area when fully developed.
- The cost of extending water throughout the property will be dependent on the nature, density and design of the development proposed on the site.
- The City can finance this development through the creation of an assessment district.

Maintenance of Parks, Playgrounds, and Swimming Pools

No impact is anticipated as a result of annexation.

Building Regulations

The City of David City will oversee services associated with zoning regulations and building inspections.

Code Compliance

The City of David City will provide the following services associated with enforcing compliance with the City Code:

- Enforcement proceedings for liquor and food establishment violations.
- Investigation and enforcement of complaints regarding junked vehicles and vehicle parts.
- Garbage, refuse and litter.
- Investigation of enforcement of complaints regarding weed and animal violations.

Other City Services

All other city departments with jurisdiction in the area will provide services according to city policies and procedures.

Depending on development, these properties may connect to city water and sewer services and will generate revenue for these utilities based upon the rate structure and usage.

Summary of Impacts - Area/Plat 14	
Police	Already covered by Butler County Sheriff's Department
Fire Protection	David City Fire Dept will cover the area
Emergency Medical Services	David City Fire Dept will cover the area
Wastewater	Available and can be extended
Roads and Streets	Non-state streets and roads will be maintained by the City
Electric Service	Butler Public Power District
Water Service	Available and can be extended
Parks, Playgrounds, and Swimming Pools	No impact
Building Regulation	Already subject to David City regulations
Code Compliance	Already subject to David City regulations
Library	No impact
School District	No impact
Other	N/A

Eligibility for Annexation

At present, it is the opinion of MSA:

1. The tract of land does meet the criteria of §17--405.01 and those discussed in the Nebraska case law in the Introduction with regard to the term "urban or suburban in character".
2. The tract does meet the definition of adjacent and contiguous.
3. That this property is eligible for Annexation based upon the Nebraska Revised Statutes and case law in the State of Nebraska.

Financial Impact on the Properties - Area/Plat 14				
Existing Assessed Valuation				\$1,335,420
Tax Entity	2022 Levy	2022 Taxes	2022 Levy After Annexation	2022 Taxes After Annexation
David City			0.50000000	\$ 6,677.10
Central Comm College	0.09027200	\$ 1,205.51	0.09027200	\$ 1,205.51
Butler County	0.17805200	\$ 2,377.74	0.17805200	\$ 2,377.74
David City #9	0.03500000	\$ 467.40	0.03500000	\$ 467.40
Ag. Society	0.01000000	\$ 133.54	0.01000000	\$ 133.54
E.S.U. #7	0.01500000	\$ 200.31	0.01500000	\$ 200.31
David City 56	0.76514000	\$ 10,217.83	0.76514000	\$ 10,217.83
Lower Platte North	0.03140400	\$ 419.38	0.03140400	\$ 419.38
56 K8 Quality Purpose	0.01830800	\$ 244.49	0.01830800	\$ 244.49
56 9-12 Quality Purpose	0.00104400	\$ 13.94	0.00104400	\$ 13.94
Total Combined	\$ 1.1442200	\$ 15,280.14	\$ 1.6442200	\$ 21,957.24

Mayor Miller stated that the next item on the agenda was discuss/action regarding uniforms for City Employees.

Wastewater Supervisor Matt Dresch introduced himself and explained that they had received uniform quotes from two companies. He stated that they haven't had time to discuss the uniforms with all of the departments so he asked if this item and the Resolution could possibly be tabled until the January 10th Council meeting.

Council member Kevin Woita made a motion to table uniforms for city employees and Resolution No. 50-2023 adopting a clothing allowance for City employees until January 10, 2024. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Miller stated that the next item on the agenda was discuss/action regarding the request from Bone Creek Museum to create and preserve a community green space including benches and pavers on the south side of the Ford Building located at 312 5th Street.

Bone Creek Board member Louise Niemann introduced herself and presented the plan for the green space, including benches and pavers.

Council member Pat Meysenburg made a motion to approve the request of Bone Creek Museum to create and preserve a community green space including benches and pavers on the south side of the Ford Building located at 312 5th Street. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Pat Meysenburg made a motion to table the 75% payment in the amount of \$137,350 until Ratkovec Construction can provide them with a date that the building will be completed. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to approve an agreement with JEO for design services for the Nebraska Street Extension. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of November 29th, 2023 between City of David City, NE ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Nebraska Street Extension ("Project").

JEO Project Number: 231816.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: See Exhibit A
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services – See Attached

Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of David City

Engineer: JEO Consulting Group, Inc.

By: Jessica Miller



By: Andrew Wilshusen

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: 11/21/2023

Address for giving notices:

Address for giving notices:

490 E Street

JEO Consulting Group, Inc.

David City, NE 68632

308 West 3rd Street

Grand Island, NE 68801



**SCOPE OF SERVICES:
Exhibit A**

PROJECT DESCRIPTION:

David City, NE: The project will consist of extending Nebraska Street approximately 200' East from the end of the existing asphalt roadway to 11th Street. The proposed street extension will be constructed of concrete paving with curb and gutter. It is likely that a drainage swale will still be required running parallel along Nebraska Street. A drainage culvert under Nebraska Street is proposed on the west side of 11th Street. The design of sidewalk and utilities (water, sanitary sewer and electrical) is not included in the scope of services. This agreement is for design, preparing right of way exhibits and bidding services. Construction services and materials testing may be added by an amendment to this agreement at a later date.

1 DESIGN PHASE

- 1.1 Provide Project Management throughout all Phase of this project, to include:
 - 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
 - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
 - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
 - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
- 1.2 Attend and facilitate Initiation/Kick-off meeting with Owner (1 meeting). Meeting review to include:
 - 1.2.1 Review the scope, schedule, and project requirements.
 - 1.2.2 Engineer will also ask for any specific requirements or concerns from the Owner about the project.
- 1.3 Engineer will schedule and obtain a topographic survey containing the following:
 - 1.3.1 Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.) within the proposed site location.
 - 1.3.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - 1.3.3 Create an electronic drawing using Microstation illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.
 - 1.3.4 Research and obtain available surveys, deeds and legal descriptions from the county courthouse for the properties where easements and/or acquisitions are required as a component of the project.

- 1.3.5 Collect available property pins and/or sections corners to develop the necessary legal descriptions required for the project.
- 1.3.6 Collect road cross section data every 50 feet for the limits on streets noted in the project description and from building face to building face or to 50 feet each side of centerline, whichever is less; and section taken at each driveway location.
- 1.3.7 Topography shall stop at the edge of existing streets not being improved.
- 1.3.8 The width of the surveyed area shall be the street width plus 5 feet on each side of the existing pavement.
- 1.4 Engineer will make a "One Call" for utility locates to be marked in the project corridor and together with other survey data, will map existing site conditions within the electronic drawing.
- 1.5 Review of existing data and design requirements (standard vehicles, access requirements, etc.).
- 1.6 Prepare 90% complete preliminary plans, to include:
 - 1.6.1 Cover sheet and general location maps
 - 1.6.2 Survey control sheets
 - 1.6.3 Removal plan
 - 1.6.4 Concrete paving plan and preliminary profile
 - 1.6.5 Typical cross section of roadway(s)
 - 1.6.6 Paving improvements
 - 1.6.7 Drainage pipe improvements
- 1.7 Prepare a 90% complete opinion of probable construction cost.
- 1.8 Perform an internal quality assurance/quality control (QA/QC) review of the 90% plans and specifications.
- 1.9 Conduct a plan-in-hand review in the field with the Owner to confirm the proposed layout, survey information and opinion of probable construction cost. (One meeting)
- 1.10 Revise plans and specifications based on the QA/QC comments and the 90% complete design meeting with the Owner.
- 1.11 Revise and advance plan sheets from the 90% complete set.
- 1.12 Prepare 100% complete plans and specifications. Plans and specifications to include:
 - 1.12.1 All sheets previously listed for the 90% complete plans.
 - 1.12.2 Insertion of design detail sheets.
 - 1.12.3 Completion of the special provisions section of the specifications.
 - 1.12.4 Complete all forms for Contract Documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required.
- 1.13 Perform an internal QA/QC review of the 100% complete plans and specifications.
- 1.14 Finalize construction drawings and specifications subject to Owner's approval.
- 1.15 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 1.16 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 1.17 Attend up to one (1) meeting to review final design documents and opinions of probable construction cost, obtain approval of the final plans, specifications and bid documents and

receive authorization to submit final plans, specifications and bid documents to the appropriate agencies for review and approval and authorization to advertise for bids.

2 RIGHT-OF-WAY EXHIBITS

- 2.1 Draft exhibits of easements, temporary and/or permanent, and Right-of-Way exhibits for needed acquisition.
 - 2.1.1 Property research including existing plats, lot lines and easements recorded with county.
 - 2.1.2 Temporary Easements, Permanent Easements, and Right-of-Way to be acquired will be shown on a single exhibit per property/owner as identified from Title Search.
 - 2.1.3 A total of three (3) exhibits are anticipated to be drafted for individual properties along this project.
- 2.2 Platting for the new ROW for the Nebraska Street Extension
- 2.3 Midwest ROW services will take care of all Title Research, ROW Acquisition and negotiation. This service is not apart of JEO's agreement.

3 BIDDING AND NEGOTIATION PHASE

- 3.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 3.2 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 3.3 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
- 3.4 Respond to inquiries from prospective bidders and prepare any addenda required.
- 3.5 Assist the Owner in securing construction bids for the project.
- 3.6 Assist the Owner at the bid opening, consisting of one (1) meeting.
- 3.7 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 3.8 Prepare and submit necessary information to the owner for project award approval.
- 3.9 Attend one (1) meeting with the Owner to present and review all bids received and assist the Owner in the award of the construction contract.
- 3.10 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 3.11 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

4 OWNER RESPONSIBILITIES

- 4.1 Provide timely review of documents or requests for information.
- 4.2 Provide access to property to conduct the proposed services.
- 4.3 Provide contact information for utility companies within the right-of-way along the project route.

5 FEE

5.1 JEO proposes to provide the services defined above for the fees defined below:

<u>Task</u>	<u>Fee</u>
Design Phase (Lump Sum)	\$ 15,570.00
Right-of-Way Exhibits (Lump Sum)	\$ 3,000.00
Bidding and Negotiation Phase (Lump Sum)	\$ 5,000.00
Total (Lump Sum)	\$ 23,570.00

6 PROGRESS PAYMENTS

- 6.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 6.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 6.3 Payments will be applied first to the interest then principal.
- 6.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

7 CONTRACT TIME

- 7.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 7.2 Design Phase – 150 days from authorization to proceed.
- 7.3 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
- 7.4 If the Basic Services covered by this Agreement have not been completed by July 31, 2024, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 7.5 The information in this proposal and fee estimate is valid until December 31, 2023. After that time, the scope of services and estimated are subject to adjustment.

8 EXCLUSIONS

- 8.1 Geotechnical investigation of subsurface soils conditions
- 8.2 Land rights and ownership
- 8.3 Utility design including water main and sanitary sewer main.
- 8.4 Sidewalk design
- 8.5 Floodplain, US Army Corps of Engineers Section 404, or other environmental permitting
- 8.6 Wetlands determination and mitigation
- 8.7 Traffic study
- 8.8 Drainage study
- 8.9 SWPPP preparation, administration and inspections
- 8.10 Any permit fees associated with permit applications.
- 8.11 Special meetings and meetings not outlined in the Scope of Services
- 8.12 Signing, marking, and traffic control plans

- 8.13 Street lighting and electrical design
- 8.14 Grant administration
- 8.15 Payroll record review and labor interviews
- 8.16 Construction administration, inspection, and staking
- 8.17 Materials testing during construction
- 8.18 ROW Acquisition
- 8.19 Title Research
- 8.20 District creation documents
- 8.21 Utility (electrical, sanitary sewer and water) distribution plat maps (existing and proposed)

9 REIMBURSABLE EXPENSES

- 9.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 9.2 Other reimbursable expenses shall be billed at 110% of their cost.

10 ADDITIONAL TERMS

- 10.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC ☐ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC **JEO ARCHITECTURE INC**

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1988, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Council member Keith Marvin made a motion to approve the quote from Shaver Painting & Decorating in the amount of \$27,433 to paint the auditorium. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



1715 North 203rd St
Elkhorn, NE 68022
Phone # 402-289-4013
Cell # 402-2658-7401

November 15, 2023

Municipal Auditorium – David City - 2024
699 Kansas Street
Exterior Painting

Scope of Work

- This estimate includes painting all the following areas using a quality exterior satin finish paint (Duration from Sherwin Williams). We will paint in a white color selected by the owner.
- We will caulk around all the windows before painting and caulk smaller cracklers in the concrete walls before painting.
- We have allowed for painting of the following items.
 - Prime all necessary bare concrete areas with loxon primer before painting.
 - Scrape, prime, and paint 2 wood doors on the east side of building.
 - Concrete walls
 - Concrete window well walls
 - Concrete retaining walls and stair walls
 - Steps – Front and side of the building (previously painted)
 - Curb located on the northeast corner of the building property
 - Flag pole
 - Paint the overhangs above the entry doors around the building
 - Paint the “Municipal Auditorium” letter black on front of the building
 - Door on the back of the building (maintenance office door)
 - Conduit, piping, vents (previously painted), etc.
 - This price will include the cost for a lift rental
- The building will be pressure wash. This process will increase the efficiency of removing loose and peeling paint and will also clean the surface, preparing it for maximum paint adhesion.
- All loose and peeling paint will be completely removed at the time of inspection and will be primed if necessary.
- Caulking is to be applied to all areas which require it prior to finish painting the building, if necessary, we will remove any deteriorated or cracked caulking prior to the new application. These areas include windows, doors, and control joints. This will help prevent water seepage, future peeling and/or cracking. It will also help minimize heat loss.
- We will adequately cover and protect all areas which are not to be painted; this includes drop cloths, masking tape, plastic sheeting, and paper. Areas will be protected from any paint splatters, spills, overspray, and anything else related to the painting process.
- Application will be by a combination of spray, brush, and roller.
- Unless otherwise noted, windows, aluminum doors, garage door, metal handrail, unpainted concrete, benches, metal vents, and large crack repair next to garage door on retaining wall (westside of building) are excluded.

Warranty

- Shaver Painting & Decorating, LLC. will provide a warranty for a period of two full years on labor and materials. If you are not satisfied with your paint job, we will repaint any problem area free of charge. Note: Caulking or cracked caulking is excluded from this warranty. Product failure due to any of the following reasons will not be covered under warranty:
- deterioration or delaminating of the surface being painted.
- natural fading caused by environmental conditions.
- any problems caused by any existing substrates.
- abuse of the surface
- improper placement of siding or trim creating areas for moisture to enter.

Workmanship

- Handling, preparation, and storage of materials will be done with the utmost care to assure the prevention of fire, due to the contractor's operations. The contractor's operations for the preparation of the paint and storage of materials will be limited to specific and designated areas, and such space will always be kept clean and orderly.

Painting Contractor's Responsibilities:

- Inform his employees of the specific areas to be painted.
- Furnish all materials (except as noted otherwise), tools, ladders, equipment, supplies, and services necessary to perform the work completely.
- Protect all adjacent areas, equipment, and persons from damage or injury resulting from the work under this contract.
- Clean up the work area on a daily basis, and to remove from the site, at the completion of the work, all debris, tools, and equipment. Clean all spills and stains from surfaces resulting from these operations.

Insured A certificate of insurance can be provided upon request.

- *All bids include labor & materials. This proposal is valid for 40 days.*

Base Bid **\$27,433.00**

This proposal shall be considered a legal contract of sale and shall constitute the final agreement between the owner and the contractor. Payment shall be discussed at the time of acceptance and added to this contract at that time.

If you accept this estimate and agree to the terms, then please sign, and date this document and return it to Shaver Painting & Decorating LLC. so, we can schedule it to be completed. If needed, color consultation is free of charge.

_____ Date _____

Thank You

Aaron Wheatley
Estimator/Project Manager

Proposal 110 /23

Schreiber Brothers Inc.

Commercial & Residential PAINTING

2251 3rd Avenue, Columbus, NE 68601
Phone: (402) 563-3518 / Fax: (402) 563-3518
schreiber@neb.rr.com

November 15, 2023

Proposal Submitted To: David City Auditorium
David City NE 68632

Job Name & Location:

David City Auditorium

Attn: Bill Cell 402-367-9031
Phone: 402-367-3914 / Fax
E-mail: bbuntgen@davidcityne.com

We hereby submit specifications and estimates for:
We will furnish labor to complete the following:

Exterior Painting of Auditorium Block Walls, Doors and Frames, and Top Windows on Round Part of Building (Power Wash, Scrape, Prime, and Caulk where needed)	\$64,724.00
--	-------------

PLEASE NOTE: If building or house was built in 1978 or before it **MUST** be tested for lead in accordance with the EPA Lead Renovation, Repair and Painting Program. The cost of this test is **\$50.00** and is due at the time of testing, this cost is nonrefundable. If lead is present we will follow state and EPA regulations and the cost of this project will be adjusted accordingly.

Pricing is based on work occurring during normal business hours; for after hours or weekend work/completion please contact Schreiber Bros for an updated Proposal.

We propose hereby to furnish material and labor -complete in accordance with above specifications, for the sum of: Sixty-Four Thousand, Seven Hundred, and Twenty-Four Dollars and no/100-----Dollars (\$64,724.00)

TERMS: Payment to be made as follows: 35% down; draws to be taken, balance upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate.

All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Proposal valid for 30 Days, proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: Greg Schreiber, President

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of Acceptance: _____

Council member Keith Marvin made a motion to authorize the removal of balances on accounts deemed uncollectable. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

Utility Bills to be Written Off as per 2022 - 2023 Audit												
Acct. No.	Due Date Of Bill	Electric	Penalty	Disc. Charge	Electric		Water		Sewer		Grand Total	
					Tax	Water	Tax	Sewer	Tax			
9-1424	Final Bill	3/1/2022	79.56	27.44	0.00	5.97	1,914.65	0.00	38.81	2.91	2,069.34	
			79.56	27.44	0.00	5.97	1,914.65	0.00	38.81	2.91	2,069.34	Submitted to Collections 12-13-2022
1-18	Final Bill	8/1/2022	50.23	0.00	0.00	3.77	0.00	0.00	0.00	0.00	54.00	
		9/1/2022	65.54	6.55	0.00	4.92	33.62	0.00	23.55	1.77	135.95	
			115.77	6.55	0.00	8.69	33.62	0.00	23.55	1.77	189.95	Submitted to Collections 12-13-2022
8-1224	Final Bill	8/1/2022	99.61	9.96	0.00	7.47	0.00	0.00	0.97	0.00	118.01	
			99.61	9.96	0.00	7.47	0.00	0.00	0.97	0.00	118.01	Submitted to Collections 12-13-2022
2-296	Final Bill	3/1/2022	162.29	16.23	0.00	12.17	35.85	0.00	29.86	2.24	258.64	Client is Deceased
			162.29	16.23	0.00	12.17	35.85	0.00	29.86	2.24	258.64	Submitted to Collections 12-13-2022
6-967	Final Bill	8/1/2022	22.16	2.22	0.00	1.66	0.00	0.00	5.57	0.42	32.03	
			22.16	2.22	0.00	1.66	0.00	0.00	5.57	0.42	32.03	Submitted to Collections 12-13-2022
1-12	Final Bill	8/1/2022	0.00	4.87	0.00	0.00	0.00	0.00	0.00	0.00	4.87	
		9/1/2022	46.56	4.66	60.00	3.49	33.96	0.00	14.15	1.06	163.88	
			46.56	9.53	60.00	3.49	33.96	0.00	14.15	1.06	168.75	Submitted to Collections 12-13-2022
13-1767	Final Bill	2/1/2022	21.64	2.16	0.00	1.62	28.57	0.00	14.44	1.08	69.51	
			21.64	2.16	0.00	1.62	28.57	0.00	14.44	1.08	69.51	Submitted to Collections 12-13-2022
Grand Total			547.59	74.09	60.00	41.07	2,046.65	0.00	127.35	9.48	2,906.23	

Council member Keith Marvin made a motion to approve the Agreement for Municipal Airport use with Frontier Cooperative. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

**AGREEMENT FOR
MUNICIPAL AIRPORT USE**

This Agreement for Municipal Airport Use, hereinafter referenced as "Agreement", is made and entered into between the CITY OF DAVID CITY, NEBRASKA, a Nebraska Municipal Corporation, hereinafter referenced as "DAVID CITY" and the FRONTIER COOPERATIVE, A Nebraska Cooperative Association, hereinafter referenced as "COOP".

WHEREAS, DAVID CITY owns, maintains and operates the David City Municipal Airport; and,

WHEREAS, COOP desires to utilize the David City Municipal Airport for the 2023-2024 crop dusting season to conduct a spraying operation, including tying down (parking) COOP-owned airplanes and flying in and out of the David City Municipal Airport as needed; and

WHEREAS, the purpose of this Agreement is to establish responsibilities, authorities, and constraints mutually agreeable to the parties hereto including, but not necessarily limited to the following:

- (A) Establish COOP to be responsible for any damage to the airport in the tie down area where they will set up their temporary spraying operation;
- (B) Establish COOP to be responsible for the damages and any clean-up associated with any chemical spills occurring as a result of COOP's temporary spraying operation;
- (C) Provide terms of fee setting and collection of fee;
- (D) Provide limitations for the said temporary spraying operation; and
- (E) Provide for other factors important to the parties hereto.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS STATED HEREIN, which the parties agree to be valuable consideration, the parties agree as follows, to-wit:

I

DURATION

This Agreement shall commence on the date of execution of this Agreement and shall end on August 31, 2024.

II

FEE

COOP will pay a total usage fee of ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$1,500.00) for the term of this Agreement. The total usage fee shall be paid by COOP to DAVID CITY in lump sum upon execution of this Agreement.

III

TYPE OF USE

COOP agrees that the David City Municipal Airport will be used for a temporary spraying operation throughout the 2023-2024 crop dusting season.

IV

LAWS AND ORDINANCES

COOP agrees to execute and fulfill all State, County, Federal, and/or City Ordinances or acts applicable to the David City Municipal Airport for the purposes for which the David City Municipal Airport 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 and/or connected with COOP's use of said airport.

V

INDEMNIFICATION

COOP shall defend, indemnify, and hold DAVID CITY and its agents, officers, and employees harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments, 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 COOP's activities on the David City Municipal Airport grounds or in its use or occupancy of the David City Municipal Airport 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 DAVID CITY. DAVID CITY shall give COOP reasonable notice of, and an opportunity to defend against, any such claims or actions. Notwithstanding the above indemnification, COOP shall give DAVID CITY reasonable notice of any matter covered herein and shall forward to DAVID CITY a copy of every demand, notice, summons, or other process received in any claim or legal proceeding covered hereby.

VI

RESPONSIBILITY FOR CHEMICAL SPILLS

In addition to the indemnification provided for in Paragraph V above, COOP hereby accepts full responsibility for any and all cleanup as a result of any hazardous and non-hazardous chemicals spilled in connection with COOP's use of the David City Municipal Airport.

COOP agrees to provide emergency response, cleanup and disposal services of hazardous material and/or non-hazardous material spilled in connection with COOP's use of the David City Municipal Airport. COOP shall abide by all applicable Federal, State, County and/or City Ordinances or acts in the response, cleanup and disposal of hazardous and/or non-hazardous material spilled in connect with COOP's use of the David City Municipal Airport.

VII

COMMUNICATIONS WITH OTHER USERS

COOP agrees to utilize radio controls at all times and communicate with other users of the David City Municipal Airport, including, but not necessarily limited to, Roth Aerial and Storm Aeronautics, throughout the duration of this Agreement.

VIII

INSURANCE

COOP shall at all times carry the necessary insurance coverage to protect DAVID CITY or its assigns, from any claims for damages that might arise during COOP's use of the David City Municipal Airport in the following particulars, to-wit:

- (A) To protect DAVID CITY, its agents, officers and employees against liability or loss expense of whatever kind arising in any way out of, in connection with, or resulting from COOP's activities on or use of the David City Municipal Airport, COOP shall procure and maintain, at its sole expense and during the full term of the Agreement, insurance as hereinafter enumerated.
- (B) COOP shall submit to DAVID CITY at the time COOP executes this Agreement, a Certificate of Insurance, in form satisfactory to DAVID CITY, evidencing that satisfactory coverage of the type and limits set forth herein are in effect. Policies providing such coverage shall contain provisions that no cancellation or material changes in the policies shall become effective except on 30 days advance written notice thereof to DAVID CITY.
- (C) All insurance coverage shall be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an AM Best's rating of no less than A: VII, unless specific approval has otherwise been granted by DAVID CITY.

IX

AMENDMENTS TO AGREEMENT

Amendments to the original Agreement may be made and modifications made upon mutual agreement and consent by the parties hereto.

X

BINDING EFFECT

This Agreement shall be binding upon the heirs, successors, assigns, and personal representatives of the parties hereto.

XI

EFFECTIVE DATE

This Agreement shall become effective upon execution by all parties.

XII

TERMINATION

Upon termination of this Agreement, improvements of any permanent nature, such as buildings, shrubbery, trees, etcetera, shall remain upon said David City Municipal Airport and become the property of DAVID CITY.

IN WITNESS WHEREOF, DAVID CITY and COOP have hereunto set their hands the date and year hereinafter written by each.

DAVID CITY:

COOP:

By: _____
JESSICA MILLER,
Mayor

By: _____

By: _____
TAMI COMTE,
City Clerk
(Seal)

State of Nebraska)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 2023 by JESSICA MILLER, Mayor, and TAMI COMTE, City Clerk, of the City of David City Nebraska, a Nebraska Municipal Corporation, on behalf of DAVID CITY.

Notary Public

State of Nebraska)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 2023 by _____, as _____ of Frontier Coop, a Nebraska Cooperative Association, on behalf of the COOP.

Notary Public

Council member Keith Marvin made a motion to adjourn. Council Member Bruce Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:19 p.m.
Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of November 29, 2023; 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.

Tami Comte, City Clerk