

CITY COUNCIL PROCEEDINGS

January 12, 2022

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the lower level of the David City Auditorium at 699 Kansas Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on January 6, 2022, 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. The meeting was held at the City Auditorium due to the COVID-19 pandemic so as to incorporate social distancing strategies. [It is recommended that individuals be kept at least 6 feet apart.]

Present for the meeting were: Mayor Alan Zavodny, Council members Tom Kobus, Bruce Meysenburg, John Vandenberg, Pat Meysenburg, Kevin Woita, City Attorney Joanna Uden, and City Clerk Tami Comte. Council member Jessica Miller was absent.

Also present for the meeting were: Deputy City Clerk Lori Matchett, Sheriff Tom Dion, Bob Kobza with Kobza Ag and Home, Park/Auditorium Supervisor Bill Buntgen, Water Supervisor Aaron Gustin, Wastewater Supervisor Emmalyn Gaudio, and Louise Niemann and Alice Wood, Board members of the Bone Creek Museum of Agrarian Art.

The meeting opened with the Pledge of Allegiance.

Mayor Alan Zavodny informed the public of the "Open Meetings Act" posted on the north wall of the meeting room and asked those present to please silence their cell phones. He 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 Pat Meysenburg made a motion to approve the minutes of the December 8, 2021 meeting as presented. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Tom Kobus made a motion to pay the claims as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny stated that the next item on the agenda was Committee and Officer's Reports.

Mayor Zavodny commended the City crews for their work during the wind storm in December.

Park/Auditorium Supervisor Bill Buntgen introduced himself and stated that he hired a full-time employee who started work today and he thanked the Council for their assistance in making that happen.

Water Supervisor Aaron Gustin introduced himself and presented all of the overtime that his department had accumulated in December. He also stated that they had twenty-two hours of overtime just last weekend.

Mayor Zavodny presented Lori Matchett with a 10-year Certificate of Appreciation and said that Lori was a great asset to the City and thanked her for her hard work.

Council member Pat Meysenburg made a motion to approve the committee and officer's reports as presented. Council Member John Vandenberg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Pat Meysenburg made a motion to approve Progress Estimates #2 and #3 for Garver, LLC in the amount of \$89,076.97 and \$23,530.03, respectively, for Airport Improvement Project No. 3-31-0025-014. Council Member Tom Kobus seconded the motion. The motion carried.
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1


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PROGRESS ESTIMATE

NEBRASKA DEPARTMENT OF TRANSPORTATION
 AERONAUTICS DIVISION

Sponsor: <u>City of David City</u>	Estimate No. <u>2</u>	Date: <u>10/12/2021</u>
<u>557 N. 4th Street</u>	AIP No.: <u>3-31-0025-014-2021</u>	
<u>David City, NE 68632</u>	Garver Project No.: <u>20A14400</u>	<u>David City Municipal Airport</u>
Contractor: <u>Garver, LLC</u>	Date of Contract: <u>4/28/2021</u>	
<u>PO Box 6565</u>		
<u>Lincoln, NE 68506</u>		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
1	Project Initiation & Admin	100%	LS	\$7,536.18	\$7,536.18
2	Inventory of Existing Conditions	75%	LS	\$52,047.61	\$39,035.71
3	Aviation Activity Forecasts	50%	LS	\$23,496.81	\$11,748.41
4	Facility Requirements	15%	LS	\$13,572.76	\$2,035.91
5	Airport Alternatives	0%	LS	\$39,469.11	\$0.00
6	Airport Layout Plan Development	5%	LS	\$51,237.11	\$2,561.86
7	Implementation Plan	0%	LS	\$8,105.63	\$0.00
8	Aeronautical Survey	83%	LS	\$90,909.00	\$75,000.00
9	Closeout	0%	LS	\$9,131.92	\$0.00

As Project Engineer, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.  Project Engineer	10/12/2021	Date	Grand Total	\$137,918.07
			Less Previous Estimates	\$48,841.10
			Due Contractor This Estimate	\$89,076.97

Approved for payment as per Project Engineer's certification  NDA Project Engineer 11/29/2021 Date


APPROVED: _____ Airport Sponsor _____ Date


PROGRESS ESTIMATE

NEBRASKA DEPARTMENT OF TRANSPORTATION
 AERONAUTICS DIVISION

Sponsor: <u>City of David City</u>	Estimate No. <u>3</u>	Date: <u>11/3/2021</u>
<u>557 N. 4th Street</u>	AIP No.: <u>3-31-0025-014-2021</u>	
<u>David City, NE 68632</u>	Garver Project No.: <u>20A14400</u>	<u>David City Municipal Airport</u>
Contractor: <u>Garver, LLC</u>	Date of Contract: <u>4/28/2021</u>	
<u>PO Box 6565</u>		
<u>Lincoln, NE 68506</u>		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
1	Project Initiation & Admin	100%	LS	\$7,536.18	\$7,536.18
2	Inventory of Existing Conditions	80%	LS	\$52,047.61	\$41,638.09
3	Aviation Activity Forecasts	75%	LS	\$23,496.81	\$17,622.61
4	Facility Requirements	30%	LS	\$13,572.76	\$4,071.83
5	Airport Alternatives	20%	LS	\$39,469.11	\$7,893.82
6	Airport Layout Plan Development	15%	LS	\$51,237.11	\$7,685.57
7	Implementation Plan	0%	LS	\$8,105.63	\$0.00
8	Aeronautical Survey	83%	LS	\$90,909.00	\$75,000.00
9	Closeout	0%	LS	\$9,131.92	\$0.00

<p>As Project Engineer, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.</p>  <p>Project Engineer</p>	11/10/2021	Date	Grand Total	\$161,448.10
			Less Previous Estimates	\$137,918.07
			Due Contractor This Estimate	\$23,530.03

Approved for payment as per Project Engineer's certification  NDA Project Engineer 11/29/2021 Date

APPROVED: _____ Airport Sponsor _____ Date

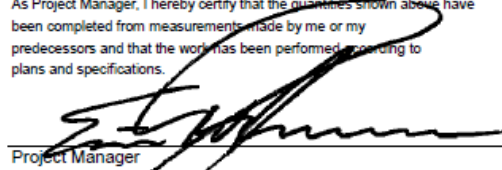
Council member Tom Kobus made a motion to approve Progress Estimate #4 for Kirkham Michael in the amount of \$9,858.75 for Airport Land Acquisition. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
 Yea: 5, Nay: 0, Absent: 1

Sponsor: City of David City Estimate No. 4 Date: Dec. 17, 2021
P.O. Box 191 Invoice: 93752
David City, Nebraska 68632 KM Project No.: 2105245
 Contractor: Kirkham Michael AIP Project No.: _____
12700 W. Dodge Rd. Name of Project: Land Acquisition
Omaha, Nebraska 68154 Date of Contract: May 28, 2021

CONTRACT QUANTITIES	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	AMOUNT
\$ 1,000.00	A	Preliminary Phase	100%	%	\$ 740.03
\$ 33,975.00	B	Acquisition Phase	45%	%	\$ 15,288.75
\$ 12,000.00	C	CE & Wetland	68%	%	\$ 8,160.00

As Project Manager, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.


 _____ 12/17/21
 Project Manager Date

	Grand Total	\$ 24,188.78
	Less Retained	\$ -
	Less Previous Estimates	\$ 14,330.03
	Due Contractor This Estimate	\$ 9,858.75

Approved for payment as per Project Engineer certification

 NDOT Project Engineer Date

APPROVED:

 Airport Sponsor Date

Council member Pat Meysenburg made a motion to approve the Maintenance Agreement with the Nebraska Department of Transportation and authorize the mayor to sign and renew the agreement annually. Council Member Tom Kobus seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

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AGREEMENT

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of David City
Municipal Extensions in David City

THIS AGREEMENT, made and entered into by and between David City hereinafter referred to as the "City"; and the State of Nebraska, Department of Transportation, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2022.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and

the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Attachment "B" attached hereto, referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog

Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Exhibit "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Exhibit "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in Attachment "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2022 , except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this ____ day of _____, 2021.

ATTEST:

CITY OF David City

City Clerk

Mayor

EXECUTED by the State this ____ day of _____, 2021.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

District Engineer



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY
 Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 39-2105			
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121				
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



City Maintenance Agreement

Attachment B

City of: David City
Date: 12/1/21

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 5.40 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,545.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

5.40 lane miles x \$1,545.00 per lane mile = \$8,343.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

STATE OF NEBRASKA
 DEPARTMENT OF TRANSPORTATION
 RESPONSIBILITY FOR SURFACE MAINTENANCE
 OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339
 AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (Mi)	Driving Lanes Total	Lane Miles Total	State	City
South City Limits to Kansas Street	15	90.97	91.38	0.41	4	1.64	0.82	0.82
Kansas Street to Nebraska Street	15	91.38	91.61	0.23	4	0.92	0.46	0.46
Nebraska Street to UPRR	15	91.61	92.03	0.42	4	1.68	0.84	0.84
UPRR to O Street	15	92.03	92.68	0.65	4	2.6	1.3	1.3
Jct O street to North City Limit	15	92.68	93.63	0.99	2	1.98	1.98	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				2.7		8.82	5.4	3.42



CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 27 QE 1610 Supp 4
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of David City
Municipal Extensions in David City

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Thomas Goodbarn, Department of Transportation, Lincoln, Nebraska.

ATTEST: _____ day of _____, 2022.

City Clerk

Mayor/Designee

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: David City

Date: 10/30/20

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 5.40 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,545.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

5.40 lane miles x \$1,545.00 per lane mile = \$8,343.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

ATTACHMENT "C"
 CITY OF DAVID CITY

STATE OF NEBRASKA
 DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
 OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339
 AND NEBRASKA REVISED STATUTE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
South City Limits to Kansas Street	15	90.97	91.38	0.41	4	1.64	0.82	0.82
Kansas Street to Nebraska Street	15	91.38	91.61	0.23	4	0.92	0.46	0.46
Nebraska Street to UPRR	15	91.61	92.03	0.42	4	1.68	0.84	0.84
UPRR to O Street	15	92.03	92.68	0.65	4	2.6	1.3	1.3
Jct O street to North City Limit	15	92.68	93.63	0.99	2	1.98	1.98	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				2.7		8.82	5.4	3.42

QE1610 SUP 004

Council member Bruce Meysenburg made a motion to appoint Brian Small as an alternate to the Planning Commission to fill the vacant position. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to approve the Interlocal Cooperation Agreement for the County Library Cards. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

INTERLOCAL COOPERATION AGREEMENT FOR THE COUNTY LIBRARY CARDS

This Interlocal Cooperation Agreement, hereinafter referenced as "Agreement," is made and entered into this 18th day of January, 2022 between the CITY OF DAVID CITY, NEBRASKA, a Nebraska Political Subdivision, hereinafter referenced as "CITY," and the COUNTY OF BUTLER, NEBRASKA, a Nebraska Political Subdivision, hereinafter referenced as "COUNTY."

WHEREAS, the CITY and COUNTY are Nebraska Political Subdivisions contemplated to be able to participate in interlocal agreements under the Nebraska Interlocal Cooperation Act Sections 13-801 thru 13-827 Revised Statutes of Nebraska Reissue 2012; and,

WHEREAS, the CITY operates a Public Library for the residents of the CITY that provides library cards for such CITY residents; and,

WHEREAS, the CITY would be willing to provide to COUNTY residents who do not reside within the corporate limits of the CITY free library cards in return for the COUNTY paying the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the CITY for the CITY Public Library; and,

WHEREAS, it is in the mutual best interests of COUNTY residents to have access to the CITY'S Public Library through free library cards and it is in the mutual best interests of the CITY'S Public Library to have the FIVE THOUSAND DOLLARS (\$5,000.00) for its operational budget.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the CITY and COUNTY agree as follows pursuant to the statutes contained within the Nebraska Interlocal Cooperation Act above referenced as follows:

- (1) There will be no need for a Board in this Agreement.
- (2) The CITY and COUNTY will follow applicable statutory requirements of the Nebraska Interlocal Cooperation Act in this Agreement.
- (3) The CITY will provide to COUNTY residents who do not live within the corporate boundaries for the CITY free library cards to the CITY'S Public Library.

- (4) The COUNTY will pay to the CITY on or before February 1 of each year this Agreement is in effect the sum of FIVE THOUSAND DOLLARS (\$5,000.00) for the free library cards for the COUNTY residents who do not live within the corporate limits of the CITY for the CITY'S Public Library.
- (5) This Agreement will remain in effect until either party terminates it by giving written notice of its intention to terminate to the City Clerk (if terminated by the COUNTY) or the County Clerk (if terminated by the CITY) on or before July 1. After said notice to terminate is given, the Library Cards for all County residents will remain operational until December 31 of that year, provided that the COUNTY has paid the Five Thousand Dollar Payment for that year. If no payment has been received that calendar year, the Library Cards for County residents shall be cancelled within 30 days of the date the notice of termination was received.
- (6) The CITY and the COUNTY each has by execution hereof given approval for the appropriate persons to execute this Agreement through the appropriate public hearing, passage and approval.
- (7) This Agreement will be binding on the heirs, successors and assigns of the CITY and the COUNTY.

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

THE COUNTY OF BUTLER, NEBRASKA

by _____
ALAN ZAVODNY, Mayor of the
City of David City, Nebraska

by _____
Anthony Whitmore, Chairman of the
Board of Supervisors of the County
of Butler, Nebraska

Attest:

Attest:

TAMI COMTE, City Clerk for
the City of David City, Nebraska

STEPHANIE LASKA, Butler County Clerk

Park/Auditorium Supervisor Bill Buntgen introduced himself and said, "One mower is to replace what is out at the Ballfield. It is the original mower that they had out there from 1996, so it's old. It's getting pretty worn out. It doesn't have much power anymore. The other one is to replace the one down here. It's a 2004. They are both front mounts with a steering wheel. These two are the same mowers. They are zero turn and they have 31 hp engines on them. The mowers that we have now are only 27 hp, so they will both have more power. The mower deck is 72". The ball programs has a 72" deck but the park mower is only a 60" deck. This bid comes with – they are called tweels. They're not really wheels. They are plastic and they last about twelve

years. They don't have air, so they are never flat. We have trouble with flat tires down here all of the time. There's no down time on replacing tires."

Council member Bruce Meysenburg said, "Are you going to trade in the old one?"

Park/Auditorium Supervisor Bill Buntgen said, "No, we're going to use the old one at the ballfield for the taller weeds and the one down here we'll use around the lakes. It's a four-wheel drive one that we have now. It's a lot better around the lakes."

Mayor Zavodny said, "You're going to run them until they die, then?"

Park/Auditorium Supervisor Bill Buntgen said, "Yes. They're really not worth anything to trade. If we ever wanted to, we could take them to Kobza's auction and sell them there."

Mayor Zavodny said, "My other question is do we have adequate storage? With new equipment is pretty important to keep in inside."

Park/Auditorium Supervisor Bill Buntgen said, "Yes. We do. The ballfields have a garage.

Mayor Zavodny said, "If we're keeping the other ones, do we have room?"

Park/Auditorium Supervisor Bill Buntgen said, "Yes, in the Astro building. Right now the tractor is in the garage here along with one mower. It's pretty small. We leave the tractor out in the summer and we put the three mowers in the garage. The only thing is, I don't know when they will arrive. I'm hoping for this summer but I just don't know."

Mayor Zavodny said, "That seems to be a fairly normal occurrence."

Council member Bruce Meysenburg made a motion to approve purchasing two John Deere Z960M ZTrak mowers from AKRS Equipment for \$11,565.00 each, totaling \$23,130.00. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1



Quote Summary

Prepared For:
 CITY OF DAVID CITY
 PO BOX 191
 DAVID CITY, NE 68632
 Business: 402-367-3135

Prepared By:
 Nick Wessel
 AKRS Equipment Solutions
 1707 North 4th Street
 David City, NE 68632
 Phone: 402-367-3636
 nwessel@akrs.com

Due to limited product availability, pricing and condition of the equipment being purchased and any trade-in value(s) are subject to change. AKRS is committed to communicating any changes to this sale. If applicable, you, as the purchaser, can choose to accept the revised pricing/condition or cancel your purchase with AKRS at that time.

Quote Id: 25806442
Created On: 21 December 2021
Last Modified On: 21 December 2021
Expiration Date: 03 January 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z960M ZTrak (BALLFIELDS)	\$ 16,331.00	\$ 11,565.00 X	1 =	\$ 11,565.00
JOHN DEERE Z960M ZTrak (PARK)	\$ 16,331.00	\$ 11,565.00 X	1 =	\$ 11,565.00
Equipment Total				\$ 23,130.00

Quote Summary	
Equipment Total	\$ 23,130.00
SubTotal	\$ 23,130.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 23,130.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 23,130.00



Selling Equipment



Quote Id: 25808442 Customer: CITY OF DAVID CITY

JOHN DEERE Z960M ZTrak		
Hours:	0	Suggested List
Stock Number:	393679	\$ 16,331.00
Code	Description	Qty
2232TC	JOHN DEERE Z960M GAS MIDZ MOWER	1
Standard Options - Per Unit		
001A	COUNTRY CODES - US/CANADA	1
1041	72 TWEEL	1
1508	72" DECK	1
2093	SUSP SEAT	1
Other Charges		
	Setup	1

JOHN DEERE Z960M ZTrak		
Hours:	0	Suggested List
Stock Number:	393678	\$ 16,331.00
Code	Description	Qty
2232TC	JOHN DEERE Z960M GAS MIDZ MOWER	1
Standard Options - Per Unit		
001A	COUNTRY CODES - US/CANADA	1
1041	72 TWEEL	1
1508	72" DECK	1
2093	SUSP SEAT	1
Other Charges		
	Setup	1

City Clerk Tami Comte said, "The .005928 is the two years of NPPD PCA refunds added together that we received for 2020 and 2021. That would be for an entire calendar year and then if you want to do another year, next year, we can see how things have gone and then if you want to do it again, we can see what NPPD is going to give us and then go from there for another year if you so choose. So, this would be just for one year and then see what happens."

Mayor Zavodny said, "This is the product of a discussion that Tami had with the Council, and I know that some people said to extend the timeframe and do this for two years but, I think that the prudent thing to do is to go one year at a time and see what happens with next years NPPD news and what we might be facing. I think it's a safer way to go and I think it's a good idea. As far as your calculations went this should be within the amount of \$100,000, which is what we talked about. The other factors that usually go into this and Pat can speak to it, in the summer the loads are higher and we've had a fairly mild winter thus far, which probably affects it to some extent. This seems to be a reasonable way for us to go and I think it's a good faith effort to return some money to the rate payers of David City."

Council member Bruce Meysenburg said, "Will this show up as a credit on their bill?"

City Clerk Tami Comte said, "I think so. We can have it show up as a credit, right, on a separate line?"

Deputy Clerk Lori Matchett said, "Yes."

City Clerk Tami Comte said, "I'd like to show it on a separate line so people aren't confused."

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 1-2022 adopting an Electric PCA for the calendar year 2022. Council Member John Vandenberg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

RESOLUTION NO. 1-2022

RESOLUTION AUTHORIZING REFUNDS TO DAVID CITY ELECTRIC POWER RESIDENTIAL CUSTOMERS AS PART OF PRODUCTION COST ADJUSTMENT AS AUTHORIZED AND ALLOWED BY DAVID CITY ORDINANCE NO. 1183.

WHEREAS, the City of David City, Nebraska, owns and operates an electric distribution system which provides for the electric power needs of its citizens; and,

WHEREAS, the City must purchase the electric commodity from Nebraska Public Power District (NPPD) and must pay for that commodity and associated transmission services based on rates set by the NPPD Board of Directors; and,

WHEREAS, as part of production cost adjustment, the NPPD Board of Directors has issued refunds to the City for the electric commodity and associated transmission services in 2020 and 2021; and,

WHEREAS, David City Ordinance No. 1183 sets electric services rates as subject to production cost adjustment; and,

WHEREAS, as part of production cost adjustment, the City desires to issue refunds to residential customers in the approximate total amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), distributed monthly over a time period of one (1) year beginning usage period January 2022 through December 2022 and based on a resident's total monthly kilowatt hour usage; and,

WHEREAS, the monthly total refund for each residential customer shall be calculated by multiplying .005918 by the customer's total kilowatt hour usage for the corresponding month.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA that the monthly refund of residential customers, as authorized and allowed as production cost adjustment by David City Ordinance No. 1183, shall be issued monthly and shall be calculated by multiplying .005918 by the customer's total kilowatt hour usage for the corresponding month beginning usage period January 2022 and ending December 2022.

PASSED AND APPROVED on January 12, 2022.

CITY OF DAVID CITY, NEBRASKA

By _____
ALAN ZAVODNY, Mayor

ATTEST:

TAMI COMTE, City Clerk

Mayor Zavodny said, "We have one bid to farm a portion of the airport ground known as Farm 5993 and it was from Tom Miriovsky in the amount of \$125.00. This was a piece that was not farmed last year at all. So, it's a very small area and at this point is mostly covered in overgrowth. I would suggest that we accept that bid since it is our only one."

Council member Pat Meysenburg made a motion to approve the bid of Tom Miriovsky in the amount of \$125 to farm a portion of the airport ground known as Farm 5993. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny declared the public hearing open at 7:25 p.m. to consider amending the Future Land Use Plan map by changing the Zoning Classification from I – Industrial to C-Commercial for the following real estate: Lot 9, 10, 11 and 12, Block 31, Original Town of David City.

Louise Niemann, Board member of Bone Creek Museum of Agrarian Art introduced herself and said, “We are in the process of an expansion project for the museum. The building that we are looking at is the historic Ford building and we are planning to restore and renovate that site, so the Commercial piece would be exactly what we are needing for that spot.”

Mayor Zavodny said, “Are there any questions? Based on the Planning Commission, they are supportive of this, as well. One thing that we do need to acknowledge is that the owner of Lot 9 does have some concern about this change. However, it would seem and, Joanna, you can jump in here if you have interest in doing that, that what we want to do for the positive part to help the museum, really doesn’t adversely affect him at this point.”

City Clerk Comte said, “What the Planning Commission brought up was that it is part of our Comprehensive Plan that it should be zoned Downtown Commercial.”

Mayor Zavodny said, “I just can’t believe that we would have anybody who would not be supportive of us doing this.”

Council member Pat Meysenburg said, “I think it would be a good asset to our community.”

Hearing no further comment, Mayor Zavodny declared the public hearing closed at 7:28 p.m.

Council member Bruce Meysenburg introduced Ordinance No. 1377. Mayor Zavodny read Ordinance 1377 by title. Council member Kevin Woita made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to pass Ordinance No. 1377 on third and final reading amending the Future Land Use Plan Map by changing the zoning classification from I - Industrial to C - Commercial for the following real estate: Lot 9, 10, 11 and 12, Block 31 Original Town. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

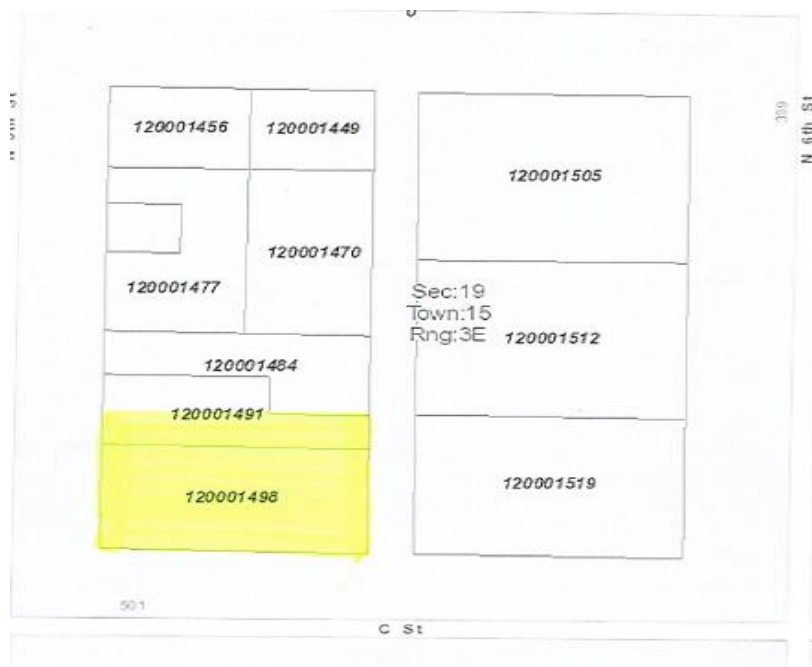
ORDINANCE NO. 1377

AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP BY CHANGING THE ZONING CLASSIFICATION FROM I - INDUSTRIAL TO C - COMMERCIAL, FOR THE FOLLOWING REAL ESTATE: LOTS 9, 10, 11 AND 12, BLOCK 31 ORIGINAL TOWN OF DAVID CITY; REPEALING ANY ORDINANCES IN CONFLICT HEREWITH; DESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. That the Future Land Use Map be amended as follows:

- a. To amend the following property from I – Industrial to C – Commercial for the following real estate: Lots 9, 10, 11 and 12, Block 31, Original Town of David City.



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

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

Passed and adopted this 12th day of January, 2022.

Mayor Alan Zavodny

City Clerk Tami L. Comte

Mayor Zavodny declared the public hearing open at 7:30 p.m. to consider amending the Official Zoning Map by changing the zoning classification from I-1 Light Industrial to C-2 Downtown Commercial for the following real estate: Lots 9, 10, 11 and 12, Block 31, Original Town of David City.

City Clerk Tami Comte said, "This is for the same parcel. We first have to amend the Future Land Use Map and then we have to amend the Official Zoning Map."

Hearing no further comment, Mayor Zavodny declared the public hearing closed at 7:31 p.m.

Council member Pat Meysenburg introduced Ordinance No. 1378. Mayor Zavodny read Ordinance No. 1378 by title. Council member Kevin Woita made a motion to make a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to Pass and adopt Ordinance No. 1378 on third and final reading amending the Official Zoning Map by changing the zoning classification from I- 1 - Light Industrial to C-2 - Downtown Commercial for the following real Estate: Lot 9, 10, 11 and 12, Block 31 Original Town. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

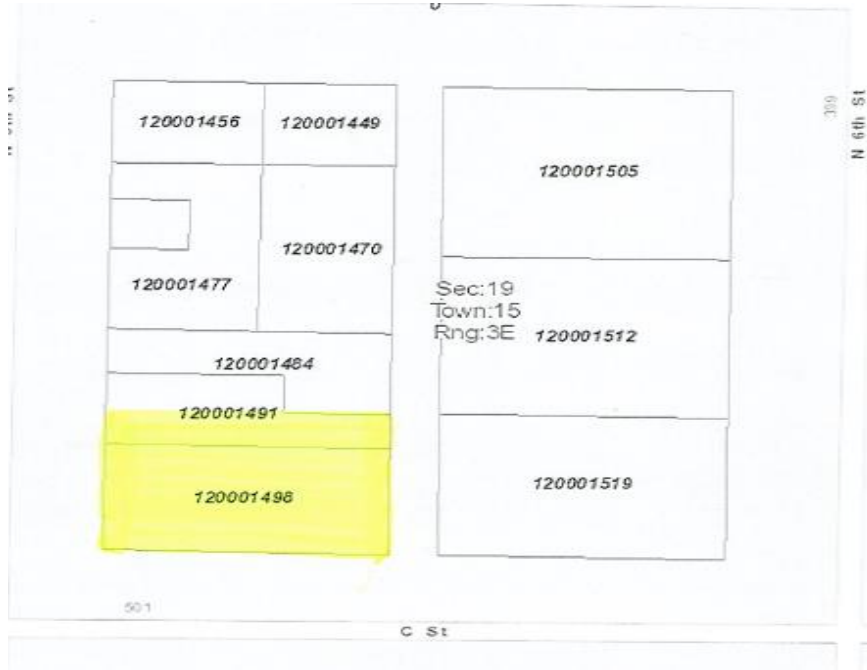
ORDINANCE NO. 1378

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF REAL ESTATE DESCRIBED BELOW FROM I-1 LIGHT INDUSTRIAL TO C-2 DOWNTOWN COMMERCIAL, FOR THE FOLLOWING REAL ESTATE DESCRIBED AS LOTS 9, 10, 11 AND 12, BLOCK 31, ORIGINAL TOWN OF DAVID CITY; REPEALING ANY ORDINANCES IN CONFLICT HEREWITH; DESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

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

- a. To amend the zoning classification of real estate from I-1 Light Industrial to C-2 Downtown Commercial, for the following real estate: Lots 9, 10, 11 and 12, Block 31, Original Town of David City.



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

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

Passed and adopted this 12th day of January, 2022.

Mayor Alan Zavodny

City Clerk Tami L. Comte

Mayor Zavodny declared the public hearing open at 7:32 p.m. to consider amending the Future Land Use Plan Map by changing the zoning classification from MDR – Medium Density Residential to HDR – High Density Residential for an area described as: Point of beginning is the intersection of the centerlines of West “D” Street and the centerline of the BNSF railroad R.O.W.; thence westerly along the centerline of West “D” Street to the intersection with the centerline of

County Road M; thence, northerly along said centerline of County Road M to the intersection with the centerline of the Nebraska Central Railroad R.O.W.; thence, easterly along said centerline of the Nebraska Central Railroad R.O.W. to the intersection with the centerline of 1st Street; thence, southerly along said centerline to the intersection with the centerline of West "E" Street; thence, easterly along the centerline of West "E" Street to the intersection with the BNSF R.O.W.; thence, southerly along the centerline the BNSF R.O.W. to the POB.

City Clerk Tami Comte said, "The Planning Commission recommended passing this. This is an area that is across from the Maintenance building. The public school had purchased the property from Randy Janak. Their original purpose was for a bus barn and then that fell through. It also takes in an area to the west to include the property that the CDA purchased from Nine Stories because that way they could possibly have a tri-plex or something of that nature there. From what I understand, there might be someone who wants to put apartments on that lot that the school is selling."

Council member Pat Meysenburg said, "I talked to one of the board members and he said that they've got two parties that want to buy that ground, hinging on if we decide tonight to change the zoning and they are ready to build any time."

Mayor Zavodny said, "I think that probably helps us in a couple of areas. We've had such a push for workforce housing and at least it's a start. It's a good location for that, due to its close proximity to downtown. That would be a benefit for our community."

Hearing no further comment, Mayor Zavodny declared the public hearing closed at 7:35 p.m.

Council member Bruce Meysenburg introduced Ordinance No. 1379. Mayor Zavodny read Ordinance No. 1379 by title. Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1379 on third and final reading amending the Future Land Use Plan Map by changing the zoning classification from MDR - Medium Density Residential to HDR - High Density Residential for an area described as: Point of beginning is the intersection of the centerlines of West "D" Street and the centerline of the BNSF railroad R.O.W.; thence westerly along the centerline of West "D" Street to the intersection with the centerline of County Road M; thence, northerly along said centerline of County Road M to the intersection with the centerline of the Nebraska Central Railroad R.O.W.; thence, easterly along said centerline of the Nebraska Central Railroad R.O.W. to the intersection with the centerline of 1st Street; thence, southerly along said centerline to the intersection with the centerline of West "E" Street; thence, easterly along the centerline of West "E" Street to the intersection with the BNSF R.O.W.; thence, southerly along the centerline the BNSF R.O.W. to the POB. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

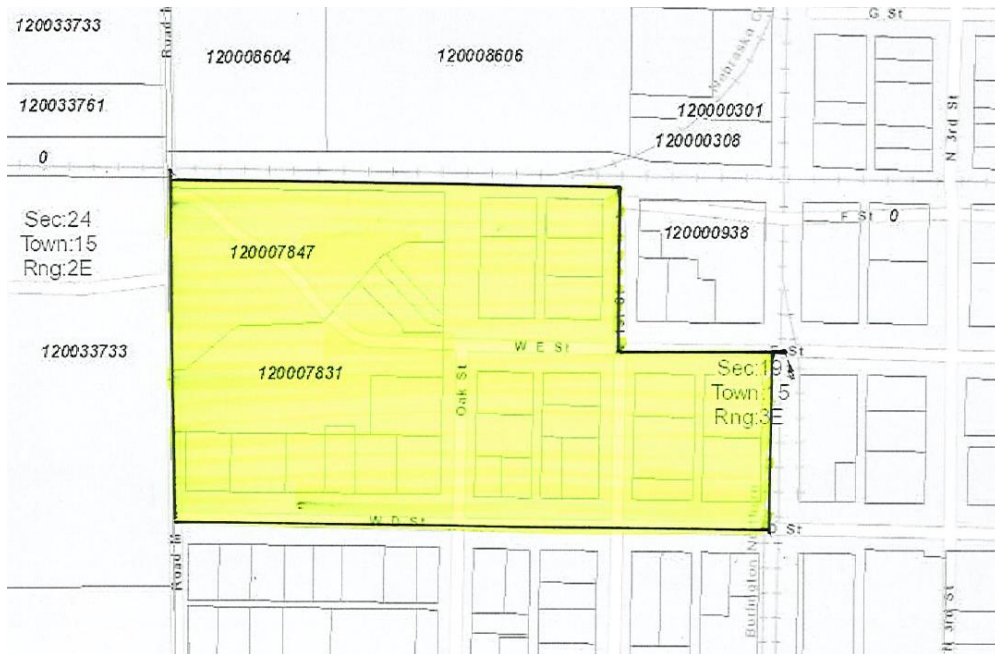
ORDINANCE NO. 1379

AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP BY CHANGING THE ZONING CLASSIFICATION FROM MDR – MEDIUM DENSITY RESIDENTIAL TO HDR – HIGH DENSITY RESIDENTIAL, FOR AN AREA DESCRIBED AS: POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF WEST “D” STREET AND THE CENTERLINE OF BNSF RAILROAD R.O.W.; THENCE WESTERLY ALONG THE CENTERLINE OF WEST “D” STREET TO THE INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD M TO THE INTERSECTION WITH THE CENTERLINE OF THE NEBRASKA CENTRAL RAILROAD R.O.W. TO THE INTERSECTION WITH THE CENTERLINE OF 1ST STREET; THENCE, SOUTHERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE CENTERLINE OF WEST “E” STREET; THENCE, EASTERLY ALONG THE CENTERLINE OF WEST “E” STREET TO THE INTERSECTION WITH THE BNSF R.O.W.; THENCE, SOUTHERLY ALONG THE CENTERLINE OF THE BNSF R.O.W. TO THE POB; REPEALING ANY ORDINANCES IN CONFLICT HERewith; DESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. That the Future Land Use Map be amended as follows to change the zoning classification from MDR – Medium Density Residential to HRD – High Density Residential for the area described as:

Point of beginning is the intersection of the centerlines of West “D” Street and the centerline of the BNSF railroad R.O.W.; thence westerly along the centerline of West “D” Street to the intersection with the centerline of County Road M; thence, northerly along said centerline of County Road M to the intersection with the centerline of the Nebraska Central Railroad R.O.W.; thence, easterly along said centerline of the Nebraska Central Railroad R.O.W. to the intersection with the centerline of 1st Street; thence, southerly along said centerline to the intersection with the centerline of West “E” Street; thence, easterly along the centerline of West “E” Street to the intersection with the BNSF R.O.W.; thence, southerly along the centerline the BNSF R.O.W. to the POB.



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

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

Passed and adopted this 12th day of January, 2022.

Mayor Alan Zavodny

City Clerk Tami L. Comte

Mayor Zavodny declared the public hearing open at 7:38 p.m. to consider amending the Official Zoning Map by changing the zoning classification from R-2 Two-Family Residential to R-3 Multi-Family Residential for an area described as: Point of beginning is the intersection of the centerlines of West "D" Street and the centerline of the BNSF railroad R.O.W.; thence westerly along the centerline of West "D" Street to the intersection with the centerline of County Road M; thence, northerly along said centerline of County Road M to the intersection with the centerline of the Nebraska Central Railroad R.O.W.; thence, easterly along said centerline of the Nebraska Central Railroad R.O.W. to the intersection with the centerline of 1st Street; thence, southerly along said centerline to the intersection with the centerline of West "E" Street; thence, easterly along the

centerline of West "E" Street to the intersection with the BNSF R.O.W.; thence, southerly along the centerline the BNSF R.O.W. to the POB.

Hearing no comments, Mayor Zavodny declared the public hearing closed at 7:38 p.m.

Council member Bruce Meysenburg introduced Ordinance No. 1380. Mayor Zavodny read Ordinance No. 1380 by title. Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1380 on third and final reading amending the Official Zoning Map by changing the zoning classification from R-2 - Residential Two-Family to R-3 - Residential Multi Family for an area described above. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

ORDINANCE NO. 1380

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF REAL ESTATE DESCRIBED BELOW FROM R-2 TWO-FAMILY RESIDENTIAL TO R-3 MULTI-FAMILY RESIDENTIAL, FOR THE FOLLOWING REAL ESTATE: POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF WEST "D" STREET AND THE CENTERLINE OF BNSF RAILROAD R.O.W.; THENCE WESTERLY ALONG THE CENTERLINE OF WEST "D" STREET TO THE INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD M TO THE INTERSECTION WITH THE CENTERLINE OF THE NEBRASKA CENTRAL RAILROAD R.O.W. TO THE INTERSECTION WITH THE CENTERLINE OF 1ST STREET; THENCE, SOUTHERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE CENTERLINE OF WEST "E" STREET; THENCE, EASTERLY ALONG THE CENTERLINE OF WEST "E" STREET TO THE INTERSECTION WITH THE BNSF R.O.W.; THENCE, SOUTHERLY ALONG THE CENTERLINE OF THE BNSF R.O.W. TO THE POB; REPEALING ANY ORDINANCES IN CONFLICT HERewith; DESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

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

To amend the zoning classification of real estate from R-2 Two-Family Residential to R-3 Multi-Family Residential for the following real estate: - Point of beginning is the intersection of the centerlines of West "D" Street and the centerline of the BNSF railroad R.O.W.; thence westerly along the centerline of West "D" Street to the intersection with

the centerline of County Road M; thence, northerly along said centerline of County Road M to the intersection with the centerline of the Nebraska Central Railroad R.O.W.; thence, easterly along said centerline of the Nebraska Central Railroad R.O.W. to the intersection with the centerline of 1st Street; thence, southerly along said centerline to the intersection with the centerline of West "E" Street; thence, easterly along the centerline of West "E" Street to the intersection with the BNSF R.O.W.; thence, southerly along the centerline the BNSF R.O.W. to the POB.



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

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

Passed and adopted this 12th day of January, 2022.

Mayor Alan Zavodny

City Clerk Tami L. Comte

Bob Kobza, Kobza Ag and Home introduced himself and said, "We conducted the online auction again for the drive-thru. We did have three bidders on that property and I think we ended up at \$28,000 off the top of my head. That's where it stopped. It's up to you guys whether you

want to accept it or not. We made it contingent upon the City's acceptance. It's not a for sure sale. Everybody knew that. It was written on there."

Mayor Zavodny said, "Are you willing to have a little chat?"

Bob Kobza said, "Yes."

Mayor Zavodny said, "We're a distance away from probably where we would consider letting it go. Maybe it's that fifty to sixty thousand range. What's hurting us on that, considering that it's kind of set up for limited uses, coffee shop drive-thru, those kinds of things. What's limiting us on this?"

Bob Kobza said, "I think what's limiting the use is the way the building is set up on the inside. It's really too small for office space. It's got its own furnace and air and stuff like that, which is fine, but the space is small. I think if it was on the highway where you'd have more of a visibility of traffic for a coffee shop or something like that, it would be better. I think that's what is hurting us. Quite frankly, I think if the building wasn't there, I think the lot would bring more, if it was bare."

Mayor Zavodny said, "Well, I'm going to go on record as saying that I just really don't want to give it away. So, I think we need to examine some options. What are our next options? Maybe it wouldn't cost us a significant amount to look at that building and see what it would cost if we did take it off or figure out what next steps would be of a way to sell it."

Bob Kobza said, "What I would do is to just come up with a number and if we get two competing bids that both offer that number, then you come back here and figure out what to do. You go with the highest and best bid. You're thinking fifty to sixty thousand so they need to come in with a fifty thousand dollar bid or best offer."

Mayor Zavodny said, "Jessica thought sixty thousand was the right amount. I probably would have said fifty and it wasn't worth our time anymore. Let's get it back on the tax rolls and get moving with this. Twenty-eight just seems quite a bit less...I know we had a discussion previously about appraisal value and it's worth what people are willing to pay for it but we certainly don't have to let it go for next to nothing."

Bob Kobza said, "What do you think if we would ask fifty thousand and just have it open until the next meeting? All the bids would need to be submitted before the next meeting. We'll contact everybody that was bidding and tell them to make their highest and best offer before your next board meeting."

Mayor Zavodny said, "To satisfy statute, we've done it by auction twice, which would meet our statutory requirement of disposing property. Now, if we set a floor amount, do you think we're ok with satisfying statute if we do that?"

City Attorney Joanna Uden said, "That's what I was looking for."

Mayor Zavodny said, "She beat us to the punch. She was already looking that up while we were talking."

Bob Kobza said, "We've actually shown it twice since the auction and we had a guy in there today that looked at it. It's pretty small for his needs but there are some people that expressed some interest after the auction. That being said, there are no offers."

Mayor Zavodny said, "Unless you're willing to accept the offer in hand now at twenty-eight...."

City Clerk Tami Comte said, "The offer was \$23,000."

Mayor Zavodny said, "It is twenty-three. You keep it open."

City Attorney Joanna Uden said, "In order to convey property, you just have to make sure that the terms of the sale done by Resolution. It's in Section 6-116."

City Clerk Tami Comte said, "We have to do the thirty-day right of remonstrance also."

Mayor Zavodny said, "But, Statute tells us that it is sold by auction or sealed bid. We've met that threshold by trying it twice, haven't we?"

City Clerk Tami Comte said, "Does Joanna think that we're ok?"

Council member Bruce Meysenburg said, "The problem that we run into is that the longer we keep doing this, the less interest we're going to have."

Mayor Zavodny said, "That may or may not be true. I think once you set that this is our floor, then someone can say that they can bid the floor which is fifty, if we decide that's what it is, and they know going in that they could have a chance at fifty. You're talking a pretty decent gap between twenty-three and fifty, too. If you look at a long-term investment, and the ground being worth that, why would we sell it for twenty-three and they clear it and then have a lot that is worth \$150,000 or whatever, downtown. I'm sure that Bob disagrees with me."

Bob Kobza said, "I don't know that it's worth a hundred and fifty for a lot, but we could be at fifty."

Council member Bruce Meysenburg said, "How many lots are there?"

Bob Kobza said, "It's about 70' x 150'. It's a little less than 70' but it's real close to 70' x 150'. In Commercial you can build to the lot line, you could put up a pretty good-sized building there, if you wanted to on that lot."

Mayor Zavodny said, "Or add onto the existing and tailor it to your needs, even if the old part was storage. That's my opinion and I'm not going to fight with anybody about it, but twenty-three seems pretty low."

Council member Bruce Meysenburg said, "If we could set a minimum, I guess that would be the way to go, for now."

Bob Kobza said, "That's what I'd do. I'd say if we can get \$50,000 or more offered then we know it's going to sell. Make your highest and best bid."

Mayor Zavodny said, "Given the agenda like it is, really all that we can consider to is not accept the purchase agreement tonight. We'll have to put it on the next agenda to set a floor."

City Attorney Joanna Uden said, "Right."

Council member Bruce Meysenburg made a motion to not accept the purchase agreement for 593 N. 5th Street. Council Member John Vandenberg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Pat Meysenburg made a motion to enter into executive session to discuss personnel matters. Council Member Bruce Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny said, "Now, at 7:52 p.m., we are going into executive session to discuss personnel matters." Mayor Zavodny, all of the Council members, City Attorney Uden, and City Clerk Comte, Water Supervisor Aaron Gustin and Wastewater Supervisor Emmalyn Gaudio went into executive session at 7:52 p.m.

City Attorney Joanna Uden stated that a motion and second was not needed to come out of executive session. Therefore, Mayor Zavodny declared the City Council out of executive session at 9:06 p.m.

Council member Pat Meysenburg made a motion to adjourn. Council Member Tom Kobus seconded the motion. The motion carried and Mayor Zavodny declared the meeting adjourned at 9:06 p.m.
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

CERTIFICATION OF MINUTES

January 12, 2022

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 January 12, 2022; 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