

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

The undersigned members of the governing body of the City of David City, Nebraska, hereby acknowledge receipt of advance notice of a regular meeting of said body and the agenda for such meeting to be held at 7:00 o'clock p.m. on the **13th day of December, 2017**, in the meeting room of the City Office, 557 North 4th Street, David City, Nebraska.

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

Dated this 1st day of December, 2017.

AGENDA AS FOLLOWS:

- | | |
|---|---|
| 1. Roll Call; | <hr/> Mayor Alan Zavodny |
| 2. Pledge of Allegiance; | |
| 3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules; | <hr/> Council President Gary D. Smith |
| 4. Minutes of the November 8 th , 2017 meeting of the Mayor and City Council; | |
| 5. Consideration of Progress Estimate #6 for Constructors, Inc. in the amount of \$620,401.66; | <hr/> Council member Thomas J. Kobus |
| 6. Consideration of Claims; | |
| 7. Committee and Officer Reports; Certificate of Appreciation to Cheryl Hein for 25 years of service; | <hr/> Council member Dana E. Trowbridge |
| 8. Consideration of the updated Health Insurance quotes and options as presented by Ryan Ruth; | <hr/> Council member Kevin N. Hotovy |
| 9. Discussion with Phillip & Lori Mendoza concerning a lack of communication by the Building Inspector Ray Sueper, his unreasonable time frames, and other items; | <hr/> Council member Patrick J. Meysenburg |
| 10. Consideration of authorizing Mayor Zavodny to sign an agreement with League Association of Risk Management (LARM) moving the Power Plant from replacement cost, to a total insured amount of \$1,955,000, and consideration of adding the fuel containment tanks, two (2) cooling towers, and 2400 transformer; | <hr/> Council member John P. Vandenberg <hr/> City Clerk Joan E. Kovar |

11. Consideration of the request by the David City Golf Club, Inc., for an official YES/NO vote for any monetary donation to their Club House Building Project;
12. Consideration of appointing Heather Allen as a Library Board member from December, 2017 to December, 2021;
13. Consideration of **Resolution #38 – 2017** combining the N 32.85' of Lot 6, Block 2, Schmid's Addition and the South 103' of Lot 6, Block 2, Schmid's Addition, to form one Lot, as requested by Scott Steager;
14. Consideration of approving the plans and specs for the park restroom and picnic shelter as prepared by Miller & Associates, and advertising for bids;
15. Consideration of **Resolution #39 – 2017** authorizing the City to join in the Nebraska Cooperative Government Interlocal Agreement for the purpose of conducting a lottery under the Nebraska County and City Lottery Act;
16. Consideration of the Nebraska Cooperative Government Interlocal Cooperation agreement (NCGICA);
17. Consideration of appointing City Clerk Kovar as the Nebraska Cooperative Government (NCG) audit clerk;
18. Consideration of notifying NCG that said 0.25% of lottery play be paid to the City, rather than to the NCG audit clerk;
19. Consideration of authorizing Mayor Zavodny to sign Form 33CG - Power of Attorney, designating William D. Kurtenbach of Nebraska Cooperative Government, for purposes of duly authorized representation in any proceedings with the Nebraska Department of Revenue with respect to designated Keno matters.
20. Consideration of approving Don's Bar, Don Haldeman - owner, 440 No. 5th Street, as a lottery sales outlet for Keno;
21. Consideration of the status of City property and the workplaces of the City/Utility Employees, relative to smoking/tobacco use;
22. Report by Council members Smith and Meysenburg explaining the status of their City Administrator search project;
23. Adjournment;

CITY COUNCIL PROCEEDINGS

December 13, 2017

The City Council of the City of David City, Nebraska, met in open public session in the meeting room of the City Office, 557 North 4th Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on December 7th, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection during regular office hours. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

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

Also present for the meeting were: Ryan Ruth of First State Insurance, Galen Krenk, Branden Rech, Anthony Hruska, and Jeanette Heins representing the D.C. Golf Club, Phillip & Lori Mendoza, Jeff Hilger, Sheriff Marcus Siebken & officer, City employees Chris Kroesing, C.J. Novak, and Terry Busch, Planning Commission member Janis Cameron, Building Inspector Ray Sueper, Library Director Kay Schmid & Librarian Cheryl Hein, Banner Press Editor Larry Peirce, Power Plant Supervisor Eric Betzen, Water/Sewer Supervisor Travis Hays, and Park/Auditorium Supervisor Bill Buntgen.

The meeting opened with the Pledge of Allegiance.

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

The minutes of the November 8th, 2017 meeting of the Mayor and City Council were approved upon a motion by Council member Trowbridge and seconded by Council member Kobus. Voting AYE: Council members Meysenburg, Vandenberg, Kobus, Trowbridge, Smith, and Hotovy. Voting NAY: None. Mayor Zavodny was absent. The motion carried.

Council member Kobus made a motion to approve the progress estimate #6 for Constructors, Inc. in the amount of \$620,401.66. Council member Meysenburg seconded the motion. Voting AYE: Council members Vandenberg, Trowbridge, Hotovy, Smith, Meysenburg, and Kobus. Voting NAY: None. Mayor Zavodny was absent. The motion carried.

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

Council President Smith asked for any comments or questions concerning the Committee and Officer Reports. Council President Smith presented a Certificate of Appreciation to Librarian Cheryl Hein in recognition of her 25 years of service at the Hruska Memorial Public Library. She received a round of applause.

Council member Hotovy made a motion to accept the Committee and Officers Reports as presented. Council member Trowbridge seconded the motion. Voting AYE: Council members Kobus, Meysenburg, Smith, Vandenberg, Trowbridge, and Hotovy. Voting NAY: None. Mayor Zavodny was absent. The motion carried.

Ryan Ruth presented the following selected options concerning the health insurance for the employees:

| | Blue Cross Blue Shield of Nebraska | |
|---------------------|---|--------------------------|
| | <u>Option 302</u> | <u>Option 304</u> |
| Deductible – EE | \$4,500 | \$5,500 |
| Deductible – Family | \$9,000 | \$11,000 |
| Coinsurance | 50% | 50% |
| Out of Pocket Max | \$6,650 | \$6,650 |

| | | |
|----------------------------------|--------------|--------------|
| Out of Pocket Max- family | \$13,300 | \$13,300 |
| Physician/Specialist Copay | Ded then 50% | Ded then 50% |
| Urgent Care Copay | Ded then 50% | Ded then 50% |
| Emergency Room Copay | Ded then 50% | Ded then 50% |
| Major Diagnostic (MRI, CT, etc.) | Ded then 50% | Ded then 50% |
| Prescriptions (Rx) | Ded then 50% | Ded then 50% |
| Specialty Rx | Ded then 50% | Ded then 50% |
| Urgent Care Copay | Ded then 50% | Ded then 50% |
| Urgent Care Copay | Ded then 50% | Ded then 50% |

| | | |
|--------------|---------------------------------------|--------------|
| | 2018 Proposed Plan with (Revised) HSA | |
| \$222,205.80 | City of David City portion 75% | \$166,654.35 |

Ryan Ruth stated: "All I really need to know is which insurance plan you want to go with, and what the contribution is towards the employee's portion and the family portion and the rest of it, like the HRA can be done at a later date. Basically, I need a decision on the health insurance part of it."

Council member Trowbridge stated: "But you then drug in the size of the HSA / HRA and I have in mind a proposition that would use the old and the new. If we were going to stay with an HSA we stay with the old rate, and if we were going with an HRA we go to the new rate of \$2,500 and \$5,000

Ryan Ruth stated: "Those HSA and HRA contributions can be determined at a later date, it's just you might want to determine that before funding goes in at the end of January so that would be at the next Council meeting; it doesn't affect the insurance piece really. The Health Reimbursement account, the cost for that is \$600, for the plan, design, and you have to hire a third-party administrator to process the claims and then we have to figure how we want it set up."

Discussion followed.

Council member Trowbridge made a motion to accept the plan that Ryan Ruth put together with Blue Cross Blue Shield. Council member Vandenberg seconded the motion. Voting AYE: Council members Hotovy, Smith, Kobus, Meysenburg, Vandenberg, and Trowbridge. Voting NAY: None. The motion carried.

Council member Trowbridge stated: "Then question to the group, do we want to look at the HRA / HSA scenario?"

Council member Smith stated: "Well I would think so."

Council member Trowbridge stated: "Which we would do at the January meeting. Joan, when do you normally pay those settlements for the HSA accounts?"

City Clerk Kovar stated: "We usually do it at the end of January; with the January payroll."

Council member Trowbridge stated: "At the end of January. So that gives us time to discuss that option. We'll see that it gets on the agenda. Ryan, I would like you to take a look at an HSA being kept at last year's level, and an HRA going to the \$5,000 and the \$2,500."

Phillip & Lori (Bock) Mendoza, owners of the property at 253 No. 7th Street, were present to discuss concerns regarding Building Inspector Ray Sueper. Phillip stated: "That's my wife's family property since the 60's. She graduated from David City High School but we now live in Lincoln. They currently have renters in this home. In September, 2017, I received my first letter from Building Inspector Sueper. It was dated August 16th but I didn't receive the letter until September 11th. I don't know what happened, but I called him immediately and talked to him about it, and he said I had 30 days to fix these violations. I do have all of the correspondence from him and I did keep track of that. I talked to him on the phone and I told him there was no way I could get the roof in that amount of time. I did agree with him that the roof needed to be done, we would come down and start spot painting it, and eventually in 2018 we would do the roof. I mentioned to him that the roof did not leak, and he gave me a little form that showed violations, and according to that violation, if the roof leaked that it was in violation. I told him aesthetically it looks terrible, I agree with him, but it doesn't leak. I said "Is that the law?" and he would not answer me. I repeated the same question to him again, and he would not answer me. At that point Ray said to me: "I tell you what, you let me in the house and I'll find something in there to condemn it right now." I said, "I'm not going to let you in the house." Then he went on to tell me he was under a lot of pressure by the City Council wanting this done, and he went on to say that the gutters needed to be re-done, and I said "well I could take them off because I know they have to be redone". The next thing I got from him was September 20th, eleven days later, I got an email saying that he was going to recommend to the City Council to condemn it because nothing had been done and he did not address the roof or anything like that, he had gone back to the tenants' stuff saying they hadn't done anything. If you look on the pictures, I've got pictures here, the original pictures he sent me, it shows the back yard. The new pictures, which he sent me, shows a few items in the back yard, so they did go through and get stuff. They may still have been in violation but he said they did nothing. So, I go back down there and work on it again. I called Ray on September 28th, and he said the property was looking better, the tenants were doing a good job on doing the porch and he appreciated that, and he said to keep up the good job. He would not tell me what he was going to recommend to the City Council. He said: "I will keep in touch with you in October after the City Council goes on, when we decide what to do. Well the City Council meeting went on, and after October, never heard anything from him, tried calling him, left a message, he never returned my call. Talked to the tenant down there, tenant said: "yea, he'd been there a couple of times, seemed like everything was okay." I assumed it must be okay, everything was fine. I didn't talk to him since September 28th. November 13th, six weeks later, I got another letter which I wasn't sure if it was a warning or what, I had to call Ray to find out exactly what it was. He was fining me \$50.00 for the tenants' junk and toys with new property maintenance codes highlighted. He didn't fine me on the roof or anything on the house, just their stuff. After that I was very upset so I called the Mayor, who was very gracious, and he said: "just come to the meeting, we'll discuss this, we'll go from there and we'll talk about the fine". He sent me the paperwork to complete to be put on the City agenda so I did that. Then I happened to be going through my e-mail and I see November 20th. I don't look at my e-mails all the time, not really good at it. November 21st. I got an e-mail from Ray Sueper saying that there is trash around my house and he is fining me \$150.00. At that point in time I replied to him and said: "Please don't send me another e-mail, they are not secure and I would rather you call me, which he had done before. You can text me, or if you must send me an e-mail, just text me and let me know the e-mail is there to make sure that I get it because I don't check my e-mails. So, the next day he sends me another e-mail. Didn't call me or text me, just said: "just to let you know that I will be there at the meeting with all the information and everything else to show what they are. He has been very vague with what exactly he wants me to do and what is allowed and what is not allowed. I understand garbage is garbage, but I don't understand plastic toys, I don't know about Little Tyke jungle

gyms if those are allowed or not under your rules. I don't think sending me an e-mail with a fine is professional. I don't know if your old codes apply but I have this from your code book that says it has to be a certified letter. This is what I found:

§ 4-402 NUISANCES; ABATEMENT PROCEDURE.

- (A) Duty. It shall be the duty of every owner, occupant, lessee, trustee and/or mortgagee of real estate in the city to keep such real estate free of public nuisances. All, or any part of said premises found, as provided herein, to constitute a public nuisance shall be abated by rehabilitation, demolition, or repair pursuant to procedures set forth herein.
- (D) Form of Proper Service of Notice. Service of said Notice shall be by depositing a copy of said Notice in the United States Postal Service enclosed in a sealed envelope and with postage thereon fully prepaid. Said mail shall be registered or certified and addressed to said owner, occupant, lessee, mortgagee, and/or Trustee at the last known address of said parties as disclosed by the current tax rolls, and if there is no known address, then in care of the property address. Service is complete at the time of such deposit. "Owner" as used herein shall mean any person in possession and also any person having or claiming to have any legal or equitable interest in said premises and/or the nuisances involved. The failure of any person to receive such Notice shall not affect the validity of the proceedings hereunder.

Phillip Mendoza continued: "He said the Codes have been amended but I don't know if these sections were amended or not. I don't think it's professional to send an e-mail out for a fine. I don't know if there is a way you can fine the tenant instead of the property owner or not, but I went there and I cleaned it up, so there should be nothing there, and I went by there again today to affirm it. I also have pictures of other properties with the same things in their yards. I will make sure it gets a new roof in 2018; make sure it gets painted. If he was talking to the tenants, he's not telling me, because I had a six-week period there where I thought we were fine. I feel like we are being targeted. Ray gets \$75.00 / hour, I looked it up in the minutes, and I think he should be more professional. Is it proper procedure to send it through my e-mail?"

Council member Trowbridge stated: "We don't pay him \$75.00 an hour. Read the right minutes friend. You're not reading and you're not comprehending. I sit here and I know these things, I'm not arguing with you."

Discussion followed.

Building Inspector Ray Sueper stated: "I think they are here tonight to ask for a relief from the fine, and that's the whole purpose of this meeting. Do we want to have the City Council vote upon that at this point? They did a fairly nice job of cleaning up the yard, it is clean to reasonable standards....."

Council member Trowbridge stated: "That's happened before Ray and it lasts for two or three days."

Building Inspector Sueper stated: "But they're here to ask you for relief from \$200.00 worth of fines tonight, so do you guys want to vote on that or how do you want to treat that? I've given them a time frame to next spring on the roof and the painting."

Discussion followed.

Council member Trowbridge stated: "You are asking for the total \$200.00 to go away, is that what your point is?"

Phillip Mendoza stated: "I'm saying that I don't think it was done properly, and it's not done right, and it should have been handled more professionally. I should never have been told, that, would not answer a question and not send something through an e-mail fining me. I don't see how you could even think that is normal."

Council member Kobus stated: "No, but if we let you go, then what about the next guy?"

Phillip Mendoza stated: "Are you saying an e-mail is proper?"

Council member Kobus stated: "He said he gave you two."

Phillip Mendoza stated: "No, he did not give me two. He did not hand me the two notices about the fines; he e-mailed me one on November 21st, and I asked him "please don't e-mail me again on November 28th, the next day he e-mailed me again. I have the e-mails here if you want to see them."

Discussion followed.

Council member Trowbridge made a motion that the Council supports the building inspector with the \$200.00 worth of fines that have been levied against Phillip & Lori Mendoza on the property located at 253 7th Street. Council member Meysenburg seconded the motion.

Council member Hotovy stated: "We need to always make sure that we are trying to put fires out because in your (Building Inspector Ray Sueper) correspondence to us, the correction order progress record, dated November 7th it said: "*I've warned him that his fines would increase if I found the yard out of compliance in the future, I had received permission from the City Council to condemn the property at this point.*" I don't think you had that permission."

Building Inspector Sueper said: "Yes, we did, we got it at a specific conversation at one of those meetings, I brought it up at a public meeting, at a council meeting."

Council member Hotovy questioned: "Was there a motion and a second? My personal feeling, if we're going to condemn a property that's going to need a vote of the Council."

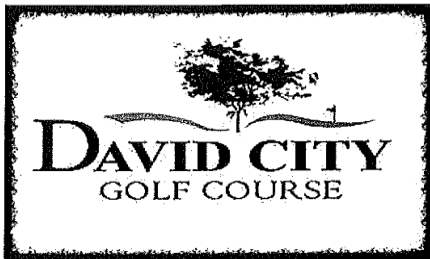
Council member Trowbridge state: "And if it had a vote, the guy would have gotten a condemnation notice the next week, so obviously there wasn't a vote."

Council member Hotovy stated: "Right. So, I would be careful with that kind of wording. You always want to try to put a fire out."

Roll call was taken on the motion to support the building inspector with the \$200.00 worth of fines that have been levied against Phillip & Lori Mendoza on the property located at 253 7th Street: Voting AYE: Council members Vandenberg, Kobus, Smith, Hotovy, Meysenburg, and Trowbridge. Voting NAY: None. The motion carried.

Council member Trowbridge made a motion to authorize Mayor Zavodny to sign an agreement with the League of Risk Management (LARM) moving the power plant from replacement cost, to a total insured amount of \$1,995,000, which should generate a \$20,000 a year savings in our annual insurance premium by doing so, and leaving the consideration of adding the fuel containment tanks, two (2) cooling towers, and a 2400 Transformer to Mayor Zavodny. Council member Vandenberg seconded the motion. Voting AYE: Council members Meysenburg, Kobus, Hotovy, Vandenberg, Trowbridge, and Smith. Voting NAY: None. The motion carried. [Note: Mayor Zavodny decided NOT to insure the fuel containment tanks, two (2) cooling towers, and a 2400 Transformer.]

Branden Rech of the David City Golf Club, Inc. stated that they were able to get some more specific costs and he presented the following:



David City Golf Club, Inc.
Clubhouse Building Project - 2017

Proposal for Consideration

Revised 12/11/2017

DATE / LOCATION: Wednesday, December 13th @ 6:30pm – City Council Meeting (City Office)

PURPOSE: Seeking Assistance from the *City of David City* to help offset the costs of Construction Materials, Appliances, and/or Labor that are serving the purpose for **'Public Good'** (Restrooms) at the *DCGC, Inc.* Clubhouse.

'PUBLIC GOOD' ITEMS OF CONSIDERATION, CONTRACTOR INVOICES SUBMITTED PER REQUEST:

- | | |
|---|---------|
| 1). Invoice from <i>Samek Masonry, Inc.</i> (for Restroom Construction ONLY): -Tile, Glue, Grout, Labor, etc. | \$1,178 |
| 2). Invoice from <i>Osborn Sales & Service</i> (for Restroom Construction ONLY): - Stools, Urinal, Sinks, Faucets, Drains, Valves, Plumbing, Labor, etc. | \$4,660 |

TOTAL INVOICES/RECEIPTS FOR ITEMS OF 'PUBLIC GOOD' FOR CONSIDERATION: \$5,838

---OR---

Custom List of Items Determined by Mayor/City Council: ???

Branden stated: I understand the legal barriers of asking for an open ended monetary donation with the public / private situation, a private entity in there but also the public good we provide down there. We understand that, and we apologize for maybe structuring our proposal early on not knowing the proper terminology, so I guess if there's any type of means we could still seek assistance from the City through "public good" we would certainly like to pursue that. We are close, we worked hard on this thing all year, it's been a fun project but it's also taken some work and we've worked hard to get where we are at and you know at this point any assistance that we can get from the City would be incredible in terms of momentum for finishing this thing up, so we just have to get your stamp of approval on kind of what we're doing down there and hopefully we can see the value in this being a community project and an asset to the community and a place where you can invite your guests and your family and friends to frequent as they come into town. So, thank you very much for your time and for considering this, and hopefully we can count on your support."

City Attorney Egr stated: "I would suggest that if the Council sees fit to do something towards this, you stay away from any terminology and any motion that says or uses the word "donation" because that sets a precedent. Any kind of motion would have to caption the terms of, the City Council would participate for the public good of paying x amount of dollars towards public restrooms on the golf course facility, because there are people in the area through the Park, through golfers which is open to the public, who need a facility to use besides a tree or going in the brush; those particular facilities. On any motion, I would stay away from the term "donation". If you do any motion like that, it should be in the best interest for the public good to have toilet facilities in that particular area."

Council member Vandenberg asked: "Joan, do these funds have to come from Keno Funds, or where would they come from?"

City Clerk Kovar stated: "I don't know where they are going to come from because we don't have any money left in Keno right now."

Council member Trowbridge stated: "As I look down the agenda, we are looking at a drawing for single shower, double stools, men and women in the park, that is a far cry from what we initially talked about putting down there, and I think we have \$175,000 estimated towards that project. Is that correct Bill?"

Park Supervisor Bill Buntgen stated: "And a picnic shelter."

Council member Trowbridge stated: "Right. I think this is going to come in significantly less than the \$175,000 but I don't know how we use those funds and use them appropriately because some of them are matching grant funds."

City Clerk Kovar stated: "Don't get me wrong, I support the Golf Club, we gave a donation, we play the game. To me, I just don't get this because I can go into Subway and use their restroom and I didn't help pay for it. I can go in the bar and use their restroom but I didn't help pay for that, and I'm afraid that if we give money to this, that one of those people are going to complain. So, the City is buying restrooms now because it's for "public good"? What about all the other stores I can walk into and use their restroom, and especially when we've got a new restroom facility planned for in the city park which is a 1/2 block away. I'm sorry, I just see this as a conflict of interest, but you guys have the vote, I don't have a vote."

Council member Hotovy stated: "The problem is our funding is dedicated."

City Clerk Kovar stated: "The current Keno Funds are all designated for the park restrooms. The 2016 City sales tax was designated for downtown improvements, and infrastructure improvements. We've already set our budgets for this fiscal year, so what account are we going to take the \$6,000 out of? No one budgeted for this."

Council member Hotovy stated: "For this budget year, our hands are tied."

Council member Trowbridge asked: "Did we budget for a health increase?"

City Clerk Kovar stated: "Well hopefully when the guys prepared their budgets they did, yes, because they automatically assume the health insurance will go up."

Council member Trowbridge made a motion to contribute \$5,838 towards the restroom project at the David City Golf Course.

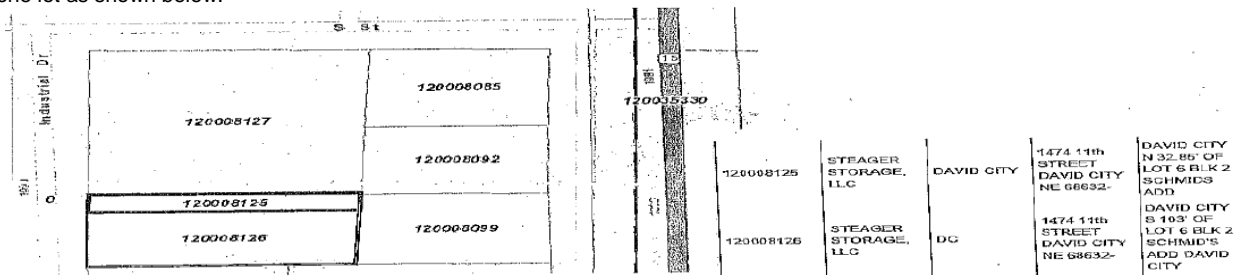
Council President Gary Smith asked for a second. Hearing none, Council President Gary Smith stated: "One more time, do we have a second?" There being none, the motion died for lack of a second.

Council member Vandenberg made a motion to appoint Heather Allen as a Library Board Member from December, 2017 to December, 2021. Council member Hotovy seconded the motion. Voting AYE: Council members Kobus, Smith, Meysenburg, Trowbridge, Vandenberg, and Hotovy. Voting NAY: None. The motion carried.

Council member Hotovy stated that he visited with Scott Steager and these lots are currently not zoned the same. Therefore, Council member Hotovy made a motion to table consideration of Resolution #38 – 2017 combining the N 32.85' of Lot 6, Block 2, Schmid's Addition and the south 103' of Lot 6, Block 2, Schmid's Addition, to form one lot. Council member Kobus seconded the motion. Voting AYE: Council members Vandenberg, Trowbridge, Meysenburg, Smith, Kobus, and Hotovy. Voting NAY: None. The motion carried.

RESOLUTION NO. 38 – 2017

WHEREAS, Scott Steager has submitted a request to combine his property, 120008125 described as the North 32.85' of Lot 6, Block 2, Schmid's Addition, with 120008126 described as the S 103' of Lot 6, Block 2, Schmid's Addition to David City, to form one lot as shown below:



WHEREAS, there were no objections expressed concerning the request of Scott Steager;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the request of Scott Steager to combine his property, the N 32.85' of Lot 6, Block 2, Schmid's Addition, with the S 103' of Lot 6, Block 2, Schmid's Addition to David City, to form one lot, is hereby approved.

Passed and adopted this ____ day of _____, 20__.

TABLED
 Council President Gary Smith

TABLED
 City Clerk Joan E. Kovar

James Poulson of Miller & Associates presented the plans and specs for the park restroom and picnic shelter. Push button locks and/or codes for the shower doors were discussed. Security cameras for the approaches to the bathrooms, activated by motion, mounted to a nearby power pole and/or in an eave location were discussed. James stated that once the plans and specs are approved they will compile a specifications document that call out the bid date, when we would advertise for bids and when we would take bids, how long the bid period would be, where the bids are taken, things such as that. We would take care of the advertising and oversee the construction."

Council member Meysenburg made a motion to approve the plans and specs for the park restrooms and picnic shelter as prepared by Miller & Associates, and advertising for bids. Council member Kobus seconded the motion. Voting AYE: Council members Trowbridge, Vandenberg, Hotovy, Smith, Kobus, and Meysenburg. Voting NAY: None. The motion carried.



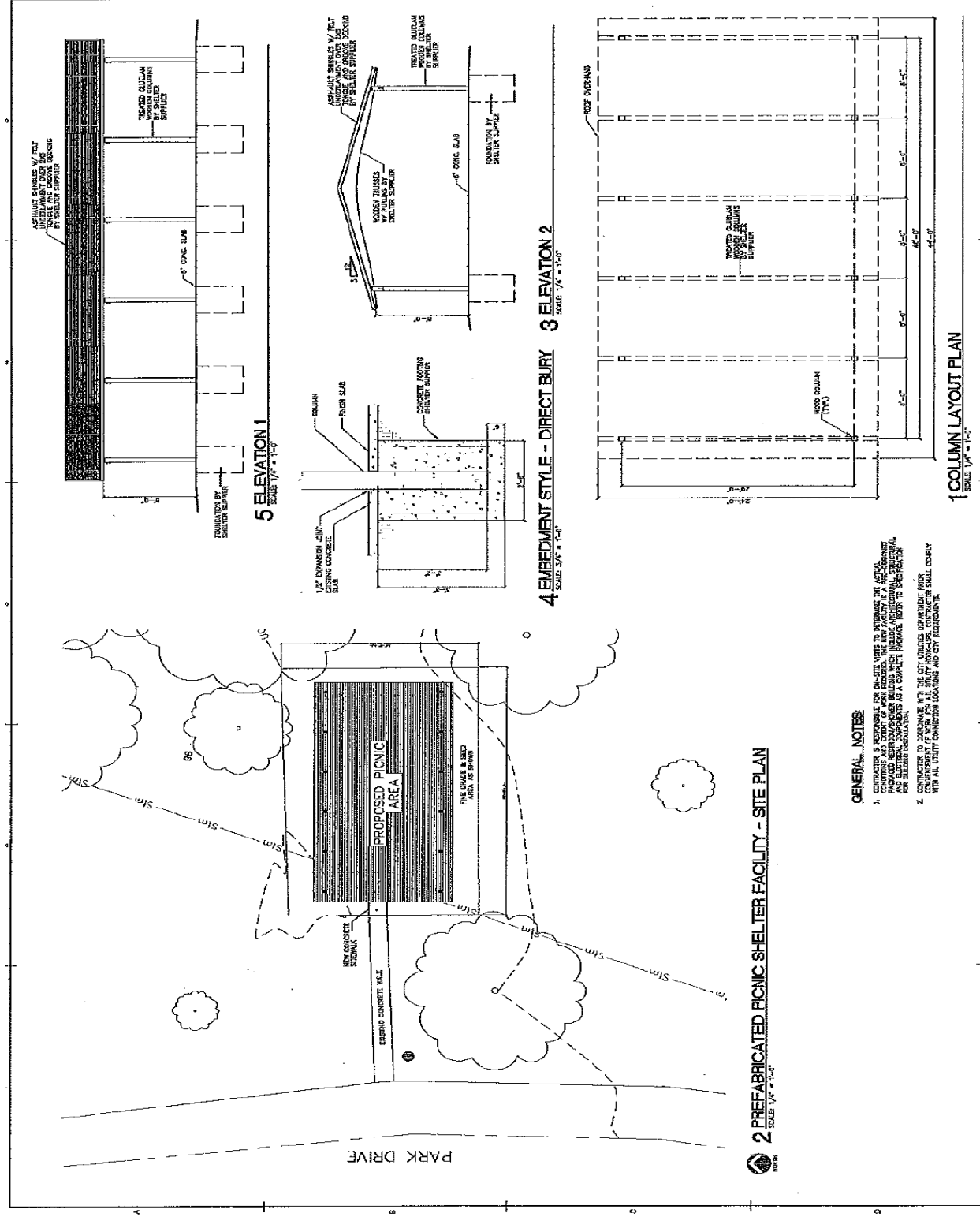
Miller & Associates
 2001 S. 14th Street
 Lincoln, NE 68502-1407
 Phone: (402) 441-1407
 Fax: (402) 441-1408

SCHEMATIC PRINTS
 DRAWN BY: []
 CHECKED BY: []
 DATE: []

| NO. | REVISIONS | BY | DATE |
|-----|-----------|----|------|
| | | | |

**DAVID CITY PARK
 IMPROVEMENT PROJECT
 DAVID CITY, NEBRASKA 68632**

**PICNIC
 SHELTER**
 SHEET NO. A101



- GENERAL NOTES:**
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, ORDINANCES AND EXCEPT OF WORK RECORDS. THE CITY OFFICE OF PUBLIC WORKS AND ENGINEERING SHALL BE CONTACTED FOR ALL NECESSARY PERMITS AND RECORDS. THE CITY OFFICE OF PUBLIC WORKS AND ENGINEERING SHALL BE CONTACTED FOR ALL NECESSARY PERMITS AND RECORDS.
 - CONTRACTOR TO COORDINATE WITH THE CITY UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO ALL UTILITY FOUNDATION LOCATIONS AND CITY RECORDS.

2 PREFABRICATED PICNIC SHELTER FACILITY - SITE PLAN
 SCALE: 1/4" = 1'-0"

1 COLUMN LAYOUT PLAN
 SCALE: 1/4" = 1'-0"

4 EMBEDMENT STYLE - DIRECT BURY
 SCALE: 3/4" = 1'-0"

3 ELEVATION 2
 SCALE: 1/4" = 1'-0"

5 ELEVATION 1
 SCALE: 1/4" = 1'-0"

A101



Mitchell & Associates, Inc.
 Consulting Engineers, P.C.
 1400 S. 10th Street, Suite 100
 Lincoln, NE 68502-3479

SCHEMATIC PRINT
 DATE: 11/20/17
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 PROJECT: DAVID CITY PARK
 SHEET: D101

| REVISION | BY | DATE |
|----------|----|------|
| | | |
| | | |

**DAVID CITY PARK
 IMPROVEMENT PROJECT
 DAVID CITY, NEBRASKA 68632**

**DEMOLITION
 PLAN**
 DATE: 11/20/17
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 PROJECT: DAVID CITY PARK
 SHEET: D101

D101

GENERAL DEMOLITION NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO DEMOLITION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO DEMOLITION.
2. CONTRACTOR TO COORDINATE WITH THE CITY UTILITIES PRIOR TO DEMOLITION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO DEMOLITION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO DEMOLITION.
4. ANY ITEMS TO BE SALVAGED SHALL BE MOVED TO OTHER PROVIDED LOCATION.

KEYED DEMOLITION NOTES:

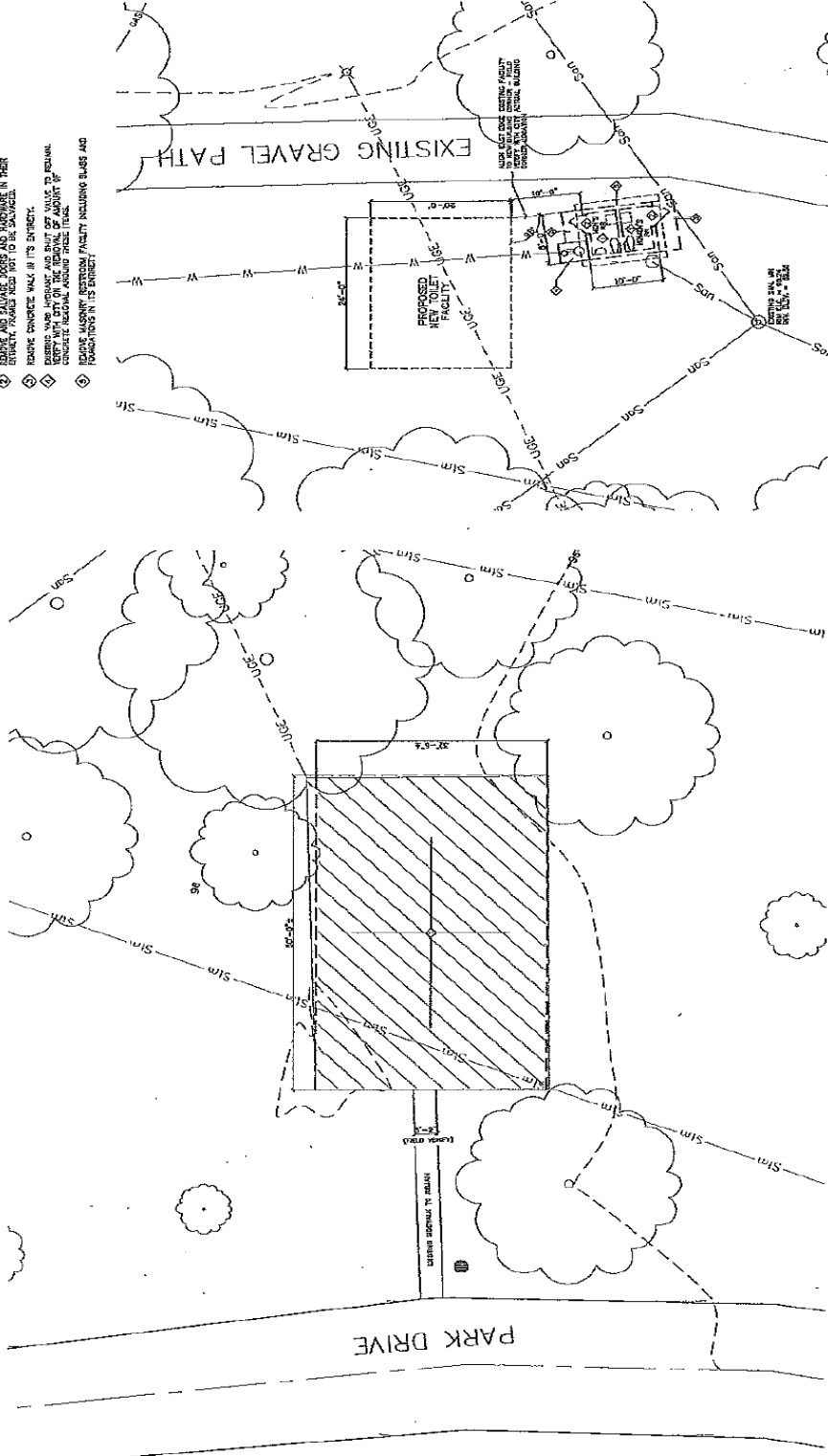
- ◆ REMOVE AND SALVAGE ALL REINFORCING BARS AS SHOWN IN DRAWING. REINFORCING BARS SHALL BE SALVAGED ONLY IF THEY ARE IN GOOD CONDITION AND HAVE NOT BEEN DAMAGED BY FIRE OR COLLISION.
- ◆ REMOVE AND SALVAGE DOORS AND HARDWARE IN THEIR ENTIRETY. FRAMES NEED NOT TO BE SALVAGED.
- ◆ REMOVE CONCRETE WALKS IN ITS ENTIRETY.
- ◆ REMOVE WALKS, HURDLES, AND BUILT UP VALUE TO RECLAIM EXISTING WALKS OF THE ORIGINAL OR ADJACENT TO EXISTING WALKS.
- ◆ REMOVE GLASS/RYN RESTROOM FACILITY INCLUDING GLASS AND FRAMING IN ITS ENTIRETY.

KEYED DEMOLITION NOTES:

- ◆ REMOVE CONCRETE, SLAB AND FOUNDATIONS IN ITS ENTIRETY.

GENERAL DEMOLITION NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO DEMOLITION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO DEMOLITION.
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3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO DEMOLITION.
4. ANY ITEMS TO BE SALVAGED SHALL BE MOVED TO OTHER PROVIDED LOCATION.



1 ENLARGED SITE AT RESTROOM FACILITY - DEMOLITION
 SCALE: 1/8" = 1'-0"

1 ENLARGED SITE AT PARK SHELTER - DEMOLITION
 SCALE: 1/8" = 1'-0"



Council member Hotovy introduced Resolution No. 39 – 2017 authorizing the City to join in the Nebraska Cooperative Government Interlocal Agreement for the purpose of conducting a lottery under the Nebraska County and City Lottery Act. Council member Kobus seconded the motion. Voting AYE: Council members Smith, Kobus, Vandenberg, Hotovy, Trowbridge, and Meysenburg. Voting NAY: None. The motion carried and Resolution No. 39 - 2017 was passed and adopted as follows:

RESOLUTION NO. 39 - 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, COMMITTING TO JOINING OTHER NEBRASKA CITIES, VILLAGES, AND COUNTIES IN THE NEBRASKA COOPERATIVE GOVERNMENT INTERLOCAL AGREEMENT FOR THE PURPOSE OF CONDUCTING A LOTTERY UNDER THE NEBRASKA COUNTY AND CITY LOTTERY ACT FOR THE PURPOSES OF COMMUNITY BETTERMENT, AGREEING TO BE BOUND BY THE TERMS OF SUCH AGREEMENT, AND REPEALING ORDINANCES AND/OR RESOLUTIONS IN CONFLICT

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

WHEREAS, it is necessary that the City of David City, Nebraska, hereinafter referred to as City", provide for the health, welfare, safety, and public morals of its population;

WHEREAS, the City desires to engage in a program of community betterment as defined in Section 9-604, R.R.S. 1943;

WHEREAS, it has been determined that to operate an effective lottery dedicated management is necessary and the benefits of operating the lottery in conjunction with other communities in an interlocal agreement is necessary and desirable;

WHEREAS, a copy of such Nebraska Cooperative Government Interlocal Agreement, as revised and approved as to form, has been provided to the City and its terms are agreeable; and

WHEREAS, the electorate of the City has duly approved the City conducting a lottery;

IT IS THEREFORE RESOLVED AND ORDAINED by the City Council of the City of David City, Nebraska, that the City of David City, Nebraska, desires to and hereby does elect to become a party to the Nebraska Cooperative Government Interlocal Agreement and agrees to be bound hereby to the same extent as an original party hereto and shall be entitled to the rights and privileges thereto appertaining. The Mayor/Chairperson of the City of David City, Nebraska, is hereby authorized to execute the said Interlocal Agreement on behalf of the City. Prior Resolutions and/or Ordinances in conflict herewith are repealed.

PASSED AND APPROVED THIS 13th day of December, 2017.

Mayor Alan Zavodny,
City of David City, Nebraska

City Clerk Joan Kovar

Council member Trowbridge made a motion to authorize Mayor Zavodny to sign the Nebraska Cooperative Government Interlocal Cooperation Agreement (NCGICA) concerning a joint gaming enterprise for counties, cities, or villages to jointly conduct gaming activities. Council member Meysenburg seconded the motion. Voting AYE: Council members Vandenberg, Kobus, Hotovy, Smith, Meysenburg, and Trowbridge. Voting NAY: None. The motion carried.

NEBRASKA COOPERATIVE GOVERNMENT INTERLOCAL COOPERATION AGREEMENT

Pursuant to Secs. 9-625 & 13-801 et seq. Neb. Rev. Stat. and as amended by the member-communities of the Nebraska Cooperative Government at the 12 September 1992, 23 September 1995, 28 September 1996, 27 September 1997, 26 September 1998, 23 October 1999, 26 October 2001, 27 October 2006 and 29 October 2008 Annual Meetings of the Nebraska Cooperative Government, and as amended by the Nebraska Cooperative Government Commission on 29 January 1994 and 26 January 2007, all as per Paragraph Nos. 9 & 13 of this Agreement)

Whereas, The Nebraska County and City Lottery Act permits County, City and Village Governments in the State of Nebraska, upon approval of their respective electorates, to operate a lottery as set forth in the Act for the purposes of community betterment as defined in the Act;

Whereas, Sec. 9-625, enables a mechanism whereby Cities, Counties, and Villages, that have received approval to conduct such a lottery from their respective electorates, to conduct a joint lottery through an interlocal cooperation agreement pursuant to the Interlocal Cooperation Act, Sec. 13-801 et.seq. Neb. Rev. Stat.; and

Whereas, the Interlocal Cooperation Act authorizes the creation of a separate governmental joint entity with the authority to regulate and administer a joint gaming enterprise; and

Whereas, the Parties hereto, having received the mandate of their respective voters to conduct a lottery, desire to take advantage of the potential revenue for community betterment and tax relief for local communities now possible through a cooperative lottery effort;

NOW THEREFORE, subject to the approval of any state agency or officer as required pursuant to Sec. 13-805, Neb. Rev. Stat., the Parties hereto do hereby create the Nebraska Cooperative Government and agree as follows:

1. NAME: Collectively, the parties hereto and the separate governmental joint entity created hereby will be known as the Nebraska Cooperative Government.

2. PURPOSE: The Nebraska Cooperative Government has as one of its purposes the conducting of a joint gaming enterprise pursuant to Sec. 9-601 et.seq. Neb Rev. Stat.: or pursuant to any other legal authority granted to counties, cities or villages to jointly conduct gaming activities, the proceeds of which will be distributed pursuant to Paragraph No. 6 of this Agreement and the laws of the State of Nebraska as may be amended. The purpose of the joint gaming enterprise is to enable a sufficient population base to be developed to permit the operation of a professionally run gaming enterprise with attractive prizes, unified supervision and administration, and common gaming policy with a view to maximizing community betterment and tax relief for the taxpayers in the participating communities.

The Nebraska Cooperative Government, through the Nebraska Cooperative Government Commission, may enter into arrangements, with separate entities if desired, to offer a selection of goods and services to the parties to this Agreement, which shall be limited to goods and services which conform with the definition of "community betterment" as defined in the Nebraska County and City Lottery Act. The member-communities of the Nebraska Cooperative Government shall receive their respective share of the net proceeds of the above-mentioned gaming enterprise in cash. The member-communities of the Nebraska Cooperative Government may purchase such goods and services with such net gaming proceeds or may supplement such net gaming proceeds with payment of cash otherwise obtained. All costs and expenditures, including overhead, incurred in the making and performance of such arrangements shall be included in the cost of such goods and services to the member-communities of the Nebraska Cooperative Government. Such

The Nebraska Cooperative Government Commission herein created is empowered to change or expand joint gaming enterprise authorized hereby and may only include such additional forms of gaming as may be from time to time authorized by statute or regulations promulgated pursuant to statute, or constitutional enactment, and are permitted and desirable. All gaming supplies, games, operators, and operations of whatever nature will be conducted in strict conformity with The Nebraska County and City Lottery Act or other applicable authority and any regulations promulgated thereunder.

4. LICENSED OPERATOR: The Nebraska Cooperative Government may contract with a licensed operator under The Nebraska County and City Lottery Act or other applicable authority to manage and conduct the joint gaming enterprise. Alternatively, The Nebraska Cooperative Government may permit each member to contract with or permit a licensed operator to operate the joint gaming enterprise within such members jurisdiction, on an exclusive or non-exclusive basis, so long as such operation is consistent with the gaming policies and procedures established by the Nebraska Cooperative Government.

5. DURATION: This agreement shall continue in force and effect until such time as a majority of the parties elect to terminate its existence, provided that no such termination shall occur before five years after the first party executes this agreement. The agreement shall also terminate if enabling legislation terminates.

6. PARTICIPATION IN REVENUE: Each party hereto will participate in the said net proceeds before state tax in proportion to the gross gaming proceeds generated in its respective jurisdiction or as determined by the Nebraska Cooperative Government Commission in the exercise of any authority said Commission may have to allocate and establish the location of gaming equipment allotted to the parties hereto.

In the event that a county becomes a party to this agreement and a city or village with such county is also a party, the net proceeds generated within county according to such agreement as may be reached between the parties so concerned.

7. OPERATIONAL EXPENSES: One or more operational accounts may be maintained by the lottery operator(s) or the Commission under such rules and regulations as the Commission may deem appropriate. To the extent authorized under Section 9-629, Neb. Rev. Stat., all municipal license fees for each member paid to the Nebraska Department of Revenue may be reimbursed from such member's first gaming proceeds, as may audit or legal expenses incurred by the Nebraska Cooperative Government pursuant to a written agreement which relate directly to the conduct of operating the joint gaming enterprise. The parties hereto shall have no obligation to contribute any tax revenues or revenues generated by other sources to such operational expenses. It is anticipated that all other operational costs, outside of those already inherent in municipal operations will be provided for in the contract with the lottery operator or operators.

The Commission is hereby empowered to employ generally accepted accounting principals and municipal law to budget the expenses of the lottery and to provide for the same in the contract with the lottery operator(s), provided any budget figures and contracts based thereon shall expressly state that there are contingent upon revenues being sufficiently generated by said joint gaming enterprise. The Commission may cause to be withheld from distribution to the member communities an amount sufficient to pay projected costs of contracts for such audit or legal expenses which relate directly to the conduct or operations of said joint gaming enterprise. Such amount may be held in an interest-bearing FDIC insured account and shall be assessed against the revenue due to the members under Paragraph No. 6 hereof in proportion to the amount of gross proceeds attributed to each party hereto.

The Commission may further cause to be withheld from distribution to any member community any funds otherwise due to any such member-community, including net lottery proceeds, for the failure of such member-community to timely comply with reporting requirements of the Nebraska Cooperative Government and/or Department of Revenue.

Said joint gaming enterprise shall be financed solely from the consideration paid by players for chances to participate in said joint gaming enterprise. No other method of financing is permitted.

8. PROPERTY: It is anticipated that the Nebraska Cooperative Government will own no property save an except for the possible temporary accumulation of jackpot prize funds or net proceeds due the parties hereto in an insured or otherwise adequately secured bank account.

9. NEBRASKA COOPERATIVE GOVERNMENT COMMISSION: The affairs of the Nebraska Cooperative Government will be conducted by the Nebraska Cooperative Government Commission, which shall be the governing body of the Nebraska Cooperative Government. The Nebraska Cooperative Government Commission will be comprised of seven Commissioners elected for two-year terms by the parties hereto in a manner hereinafter specified at the annual meeting which shall be held at a time in October of each year and at a place as specified by the Commission. At the annual meeting each party hereto may send one representative of its governing body or may have said representative vote by absentee ballot in a manner authorized by the Commission and in conformity with general Nebraska election law. Each such representative shall have one vote in the selection of Commissioners. Any seats vacated shall be filled by the Commission. The Commission shall set the agenda for the annual meeting and shall prescribe rules for the conduct of its meeting and of the annual meeting. All meeting of the Commission shall be in public and comply with the Nebraska Open Meetings Law. The Commission shall meet as often as it deems necessary and shall be charged with the management of the Nebraska Cooperative Government much in the same manner to the same extent as the Board of Directors of a Nebraska Corporation. Likewise, it shall have the powers of such a Board of Directors, including the power to hire consultants and auditors which fees shall be paid as aforesaid and as allowed by law. The Commission shall endeavor to treat all parties hereto fairly and equitably and shall fully comply with the Nebraska City and County Lottery Act or any other legal authority granted to counties, cities or villages to jointly conduct gaming activities and applicable regulations thereunder. The Commission shall have sole authority to take action on behalf of the parties hereto for any purpose involving any gaming conducted by counties, cities, or villages pursuant to Nebraska law, as may be amended, provided that the Commission may delegate such authority to the General Counsel or the parties hereto. In exercising such authority and taking any such action, the authority for which may be based upon the population of the county, city, or village, the combined population of the parties hereto shall constitute the population of the Nebraska Cooperative Government. The Commission shall elect from its members, a Chairperson who shall be its chief executive officer and shall have authority to sign any documents on behalf of the Commission.

10. NEW PARTIES: Any properly incorporated City, Village, or County in Nebraska hereto may become a party hereto and shall be entitled to the rights and privileges hereto appertaining by presenting the Commission with:

(a) a copy of the certificate of the election authority certifying that such City, Village or County has received the approval its electorate as may be required for such City, Village or County to conduct gaming activities;

(b) a copy of the applicable ordinance or resolution which states its desire to become a party to the Nebraska Cooperative Government Interlocal Cooperation Agreement and a copy of this agreement signed the municipality's chief executive officer; and

(c) a statement from the appropriate state agency or officer approving the addition of such party to this agreement, should such approval be required by law.

Such new party shall also secure prior to the actual operation of the joint gaming enterprise within in its jurisdiction any license required to conduct such lottery.

11. NO OTHER LOTTERY: While a member of the Nebraska Cooperative Government, no party shall conduct any independent gaming activities, and for a period of two years after termination of membership shall not enter into any other interlocal agreement to conduct any joint gaming activities; provided, however, prior to the time the Nebraska Cooperative Government becomes operational within a party's boundaries, such party may conduct independent gaming activities.

12. TERMINATION OF MEMBERSHIP Any Party may withdraw from membership in the Nebraska Cooperative Government upon giving six (6) months prior written notice to the Commission of its intent to so withdraw, provided, that if the voters of a Nebraska Cooperative Government member-community require the discontinuation of the joint gaming enterprise, as provided by Nebraska law, said party may withdraw from membership in the Nebraska Cooperative Government upon giving thirty days prior written notice to the Commission of its intent to so withdraw and discontinue the joint gaming enterprise. Once a member-community has been issued any license required by law to conduct gaming activities and upon such license being subsequently revoked or suspended by appropriate authority, such Party's membership in the Nebraska Cooperative Government shall also be suspended during such time of revocation or suspension of such license. Upon complete termination of membership, the terminating member shall be entitled to receive its portion of any undistributed revenue to which it is entitled pursuant to Paragraph No. 6 hereof, computed as of the date of the termination of the entire Nebraska Cooperative Government joint gaming enterprise, said distribution to be made only after the termination of the entire Nebraska Cooperative Government joint gaming enterprise. The terminating member shall have no further claim on any other funds or assets, if any, held by or on behalf of the Nebraska Cooperative Government, including, but not limited to, any interest earned after the effective date of the member-community's termination of its membership, such terminating member-community shall have no further rights in the administration of the Nebraska Cooperative Government.

In the event a member's authority to conduct a lottery has expired pursuant to Sec. 9-625, 9-626 or 9-627, R.R.S. 1943, the member cannot continue as a fully participating member of the Nebraska Cooperative Government and must withdraw said membership. However, the member may continue its association with the Nebraska Cooperative Government following the expiration of its authority to conduct a lottery pursuant to Secs. 9-625, 9-626, or 9-627, R.R.S. 1943, provided said association consists of a limited membership. This limited membership shall not allow the member to actively participate in the conduct of the lottery, to share in any current revenue of the lottery, to have or exercise any voting rights with respect to the lottery and shall exist for the sole purpose of allowing the member to participate in the distribution of any funds, including prize or player reserve funds, accumulated prior to the expiration of the member's authority to conduct a lottery, said funds to be distributed only after termination of the entire Nebraska Cooperative Government joint gaming enterprise. This limited membership shall in no way affect the member's ability to continue to fully participate in non-County-City Lottery activities of the Nebraska Cooperative Government.

In the event of a termination of this agreement any funds held by the Nebraska Cooperative Government at the time of termination shall be distributed to the member-communities of the Nebraska Cooperative Government in the amounts due to said member-communities at the time of termination in accordance with Paragraph No. 6 of this Agreement.

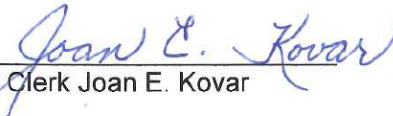
13. AMENDMENT: This agreement may be amended by 1) a majority vote of the membership taken individually at the meetings of the governing boards of the parties or 2) by a majority vote of the representatives of the parties hereto present at the annual meeting or 3) upon written suggestion of an appropriate state regulatory agency and unanimous consent of the Commission; provided that notice of such amendment must be mailed to the Clerk of each member community within ten (10) days of its adoption and shall be voidable by written objections submitted to the Commission by majority of the Membership within sixty (60) days of the adoption of such amendment; provided further that Paragraphs 6 and 13 hereof may not be amended with less than 95% vote individually or at the annual meeting, as provided herein. No amendment shall effect the then existing contracts of the Nebraska Cooperative Government.

WHEREFORE THE MAYOR OR CHAIRPERSON OF PARTIES HERETO EXECUTE THIS AGREEMENT UPON THE AUTHORITY OF THEIR RESPECTIVE GOVERNING BODIES.



Mayor Alan Zavodny, City of David City, Nebraska

Date 12/15, 2017

ATTEST: 

City Clerk Joan E. Kovar



Council member Hotovy made a motion to appoint City Clerk Joan Kovar as the Nebraska Cooperative Government (NCG) audit clerk. Council member Vandenberg seconded the motion. Voting AYE: Council members Kobus, Smith, Meysenburg, Trowbridge, Vandenberg, and Hotovy. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to notify the Nebraska Cooperative Government (NCG) that said 0.25% of lottery play be paid to the City, rather than to the NCG audit clerk. Council member Trowbridge seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Kobus, Smith, Trowbridge, and Hotovy. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to authorize Mayor Zavodny to sign Form 33CG – Power of Attorney, designating William D. Kurtenbach of Nebraska Cooperative Government, for purposes of duly authorized representation in any proceedings with the Nebraska Department of Revenue with respect to designated Keno matters. Council member Kobus seconded the motion. Voting AYE: Council members Trowbridge, Meysenburg, Smith, Vandenberg, Kobus, and Hotovy. Voting NAY: None. The motion carried.



Power of Attorney

FORM
33

| TAXPAYER'S NAME AND ADDRESS | | | | | |
|---|-----------|--------------|---|-------|----------|
| Name of Taxpayer City of David City | | | Business Name same | | |
| Address (Street or Other Mailing Address) 557 N Fourth Street | | | Business Address (Street or Other Mailing Address) P O. Box 191 | | |
| City | State | Zip Code | City | State | Zip Code |
| David City | NE | 68632 | | | |
| Nebraska ID or Social Security Number | | | Federal ID or Social Security Number | | |
| | | | same | | |

| ATTORNEY-IN-FACT'S NAME AND ADDRESS (If more than two, see Designation of Attorney-in-Fact in the instructions.) | | | | | |
|---|-----------|-------------------------------------|---|-------|--------------|
| Name William D. Kurtenbach, General Counsel | | | Name | | |
| Title or Firm Name Nebraska Cooperative Government | | | Title or Firm Name | | |
| Address (Street or Other Mailing Address) PO Box 51 | | | Address (Street or Other Mailing Address) | | |
| City | State | Zip Code | City | State | Zip Code |
| Columbus | NE | 68602 | | | |
| Email Address wdkklo@megavision.com | | Phone Number 402-564-0883 | Email Address | | Phone Number |

The taxpayer appoints the above attorneys-in-fact for purposes of duly authorized representation in any proceedings with the Nebraska Department of Revenue (Department) with respect to those tax categories, tax matters, and tax periods indicated below:

| Tax Category | Tax Matter of Representation | Tax Period |
|--------------|---|------------|
| Lottery Tax | Receive, prepare, execute and submit Nebraska County/City Lottery Tax | |
| | Return, Form 51C on behalf of the above-named taxpayer. | |

The attorneys-in-fact designated on this form have the authority to receive confidential information on behalf of the taxpayer and the power to perform the following acts with respect to the designated tax matters. Strike through any items which will not be granted.

- Fully represent the taxpayer in any hearing, determination, or appeal.
- ~~Execute any agreement with the Department.~~
- ~~Accept or decline any offer of settlement, compromise, or other resolution of the taxpayer's liability.~~
- ~~Accept or decline any offer of settlement, compromise, or other resolution of the taxpayer's liability.~~
- ~~Accept or decline any offer of settlement, compromise, or other resolution of the taxpayer's liability.~~
- ~~Accept or decline any offer of settlement, compromise, or other resolution of the taxpayer's liability.~~
- Receive all notices and other written communications with respect to the taxpayer in proceedings involving the above matters. If more than one attorney-in-fact is named, enter name of the attorney-in-fact to receive these notices.
- Perform other acts, specifically: _____

REVOCAION OF PRIOR POWERS OF ATTORNEY

- A. I choose to revoke all prior powers of attorney on file with the Department with respect to the same tax matters, and tax periods listed above, except the following: _____
- B. I choose to revoke all powers of attorney on file with the Department.

If signed by a corporate officer, partner, member, LLC manager, or fiduciary on behalf of the taxpayer, I hereby certify that I have the authority to execute this Power of Attorney on behalf of the taxpayer.

sign
here

| | |
|---|--------------------------------------|
| Signature | Date 12/15/2017 |
| Print Name Alan Zavodny | Title, If Applicable Mayor |
| Signature | Date |
| Print Name | Title, If Applicable |
| Email Address alanzavodny80@gmail.com | |

Council member Hotovy made a motion to approve Don's Bar, Don Haldeman, owner, 440 No. 5th Street, David City, NE, as a lottery sales outlet for KENO. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Trowbridge, Kobus, Smith, Vandenberg, and Hotovy. Voting NAY: None. The motion carried.

Council member Trowbridge stated: "We started off a month ago having some discussions on health insurance and smoking premiums like we talked about earlier, and one of the employees reminded us that they believe work places in the City were still smoking work places and the Clean Indoor Air Act of 2008 changed that, June 1, 2009, and we have since been a no smoking work place state, on an indoor work place, and we use the word smoking not tobacco. Tobacco has not come in to vote yet with the State and statutes, but the suggestion I have would be that David City define the work place to be any location that we have employees who are on the clock and to establish conversion from "smoke free" to "tobacco free" for language. City Attorney Egr, can we do things like that?"

City Attorney Egr stated: "We have a right as a City to do that."

Council member Trowbridge stated: "My suggestion would be to ask, if the group wants to, if City Attorney Egr could put together language that would be appropriate for the City positions to reflect those limitations of tobacco use."

The Council members agreed that they would like City Attorney Egr to look into that and report back to the Council.

Council member Meysenburg stated that City Clerk Kovar sent out notices, regarding the City Administrator position, to the League of Nebraska – the Nebraska Municipal Review and the Nebraska Municipal Power Pool (NMPP) Energy – Essent newsletter for publication.

There being no further business to come before the Council, Council member Vandenberg made a motion to adjourn. Council member Kobus seconded the motion. Voting AYE: Council members Hotovy, Meysenburg, Vandenberg, Trowbridge, Kobus, and Smith. Voting NAY: None. Mayor Zavodny was absent. The motion carried and Council President Gary Smith declared the meeting adjourned at 8:45 p.m.



CERTIFICATION OF MINUTES
December 13, 2017

I, Joan Kovar, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of December 13th, 2017; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Joan Kovar, City Clerk