

## CITY COUNCIL PROCEEDINGS

June 10, 2020

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 June 4<sup>th</sup>, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection 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, Dana Trowbridge, Pat Meysenburg, Kevin Hotovy, John Vandenberg, and Bruce Meysenburg, City Administrator Clayton Keller, City Attorney James Egr, and Deputy City Clerk Tami Comte.

Also present for the meeting were: Sheriff Tom Dion, Library Director Kay Schmid, Park/Auditorium Supervisor Bill Buntgen, Park employee Nathan Styskal, Interim Water Supervisor Aaron Gustin, Richard Dietrich, Mary Ann and Frank Long, Jerry Kosch, Butler County Emergency Manager Mark Doehling, Larry J. Sabata, Ethan Joy and Dave Henke, with JEO Consulting.

The meeting opened with the Pledge of Allegiance.

Mayor Zavodny informed the public of the "Open Meetings Act" posted on the north wall by the entrance and asked those present to silence their cell phones.

The minutes of the May 27<sup>th</sup>, 2020 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 Trowbridge, Kobus, Hotovy, Bruce Meysenburg, Vandenberg and Pat Meysenburg. Voting NAY: None. The motion carried.

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

Mayor Zavodny asked for any comments or questions concerning the Committee and Officer Reports.

Mayor Zavodny stated that he had a call from a concerned citizen that wondered if all of the golf carts that were being driven in town were licensed with the City. Mayor Zavodny also stated that he wanted to go on record as stating that the communication with the Sheriff's Department was better than it had been in prior years.

Mayor Zavodny asked if anyone had anything else that they wanted to comment on, as far as the committee and officer's reports. Council member Kobus made a motion to accept the Committee and Officers Reports as presented. Council member Pat Meysenburg seconded the motion. Voting

AYE: Council members Bruce Meysenburg, Pat Meysenburg, Trowbridge, Vandenberg, Hotovy, and Kobus. Voting NAY: None. The motion carried.

Butler County Emergency Manager Mark Doehling was present to discuss the Local Emergency Operations Plan. He stated that the State requires them to revise the Local Emergency Operation Plan and he is currently working on the revised plan. The resolution just states that he is working on it and following the protocols.

Council member Bruce Meysenburg introduced Resolution No. 18-2020 and moved for its passage and adoption. Council member Kobus seconded the motion. Voting AYE: Council members Bruce Meysenburg, Pat Meysenburg, Vandenberg, Trowbridge, Kobus and Hotovy. Voting NAY: None. The motion carried and Resolution No. 18-2020 was passed and adopted as follows:

### **RESOLUTION NO. 18 - 2020**

RESOLVE: That in order to provide for a coordinated response to a disaster or emergency in BUTLER County, the City of David City and other cities and villages in BUTLER County, the David City City Council deems it advisable and in the best interests of the community and the County to approve the attached BUTLER County Local Emergency Operations Plan. Acceptance of this 2020 Local Emergency Operations Plan supersedes all previous approved BUTLER County Local Emergency Operations Plans.

PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF JUNE, 2020.

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Mayor, City of David City

ATTEST:

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Deputy City Clerk

Mayor Zavodny stated that the next item on the agenda was consideration of re-instating, or continuing the suspension of, the recycling program.

Mayor Zavodny said, "We have made some progress on some potential partnerships to make recycling work. We are going to talk to a few more places. The one thing that Street Supervisor Chris Kroesing is doing, which I appreciate, is some due diligence so we don't just crank it up and then have to go down again. I don't think that China has stabilized, necessarily, but we may have some domestic opportunities. Chris is going to look at that and he believes that he will be ready by the next meeting so I'm going to ask you to table it for tonight."

Council member Hotovy made a motion to table consideration of re-instating, or continuing the suspension of, the recycling program. Council member Vandenberg seconded the motion. Voting AYE: Council members Hotovy, Vandenberg, Pat Meysenburg, Trowbridge, Bruce Meysenburg, and Kobus. Voting NAY: None. The motion carried.

Council member Kobus made a motion to approve the application by Scott Samek to sell permissible fireworks at 375 Nebraska Street (Amigo's) between 12:01 a.m., June 25<sup>th</sup> and 11:59 p.m., July 4, 2019. Council member Pat Meysenburg seconded the motion. Voting AYE: Council members Kobus, Pat Meysenburg, Bruce Meysenburg, Trowbridge, Hotovy and Vandenberg. Voting NAY: None. The motion carried.

Mayor Zavodny stated that the next item on the agenda was consideration/discussion of a second opinion concerning the water treatment plant study.

Mayor Zavodny said, "I hate spending money, but I do think that it's a good idea to get a second opinion. When you are looking at 4 million for the cheapest option, and 8 million for a new one that doesn't necessarily soften our water, spending ten to twelve thousand seems like a pretty good idea. If nothing else, it will confirm what the first opinion was. What do you guys think about it?"

Council member Trowbridge said, "I did some snooping this past weekend with Roger Helgoth and Roger's opinion was that a second opinion was always a good thing to have. The first opinion generally won't take umbrage at having another one because they may learn something from it also. There is not one pat answer for water service in any given community in Nebraska because the water is different in most of the wells in the communities. We can, possibly, do soft water. There's some different ways of doing it than we are doing right now. We can use lime in different forms than we are using it right now. So, what I found this week is that it's a good thing to look at a second opinion, if it's not terribly costly."

Interim Water Supervisor Aaron Gustin said, "I had the opportunity to speak with the gentlemen from JEO and they are extremely knowledgeable and very helpful. I think we had about a forty-five minute conversation the other day. I think a good practice, moving forward with any large project, a second opinion would be good. I can use the anaerobic lagoon as an example. It's good to have a second set of eyes. Already, in just that conversation, the ideas that he was putting forth seemed a little bit different than what Olsson's are putting forth. I think that it would be best to gather as much information as possible from multiple sources and see what best suits the City."

Council member Kobus said, "Where are they getting their guidelines? Are they just going to come in and assess everything or what are they going to do?"

Interim Water Supervisor Aaron Gustin said, "We already have the water treatment plant evaluation completed."

Interm Water Supervisor Aaron Gustin asked Ethan Joy, Project Engineer and Branch Manager, with JEO to speak to the Mayor and Council.

JEO Project Engineer Ethan Joy said, "I've been with JEO for almost twenty years now. Per Aaron and your administrator's request, I got an idea of your plan and reviewed what OA put together. It's a very comprehensive look. There was nothing that was glaring to me. There was nothing wrong. They do a good job. I do have some experience. Dakota City, Nebraska actually has a plant that is very similar to yours and about five years ago we did about a \$2 million upgrade. I think there are some things that potentially could be done to improve operator ease of use, which was kind of a common theme that I heard is that it's kind of tough to deal with right now, the way the system is set up. Also, the other options that were presented to you, were basically, lime and no lime, which is basically softening or no softening. Well, there are technologies that are available that can soften and potentially, in the scope of services, what we would do is just, basically, build upon what has already been done. So, we're not going to reinvent the wheel. We would provide you with about three or four different options, cost those out for you and, as a community, you can decide which one is the best direction, going ahead. I can dig a little further into what the technologies are, if you want. I just want to keep it brief."

Mayor Zavodny said, "So we don't spend time chasing a trail that we don't want to go down, I think that our consensus was, given some of the industries that we have in town, and the problem with a whole bunch of people having softeners to their houses, we want to avoid that, so I think that any option that doesn't soften, I don't think we want considered. Is that fair?"

The Council members agreed.

JEO Project Engineer Ethan Joy said, "Softening is nice. I live in South Sioux City and we don't have soft water and I have a softener in my house. Dakota City does soften and they are able to get that hardness down and it's really nice."

Mayor Zavodny said, "Then we don't have the chloride issue."

JEO Project Engineer Ethan Joy said, "Right. You don't have the chloride issue in your wastewater. Chloride is salt. You can't treat salt. Salt is there. You either dilute it or evaporate it and take care of it that way."

Council member Kobus said, "So, you're talking chemicals to treat it?"

JEO Project Engineer Ethan Joy said, "So there's lime and you know that process. The other option is to convert your plant to, basically, remove iron and manganese. Iron is the orange and manganese is the black stuff that gets into your pipes. You take that out first and then you would run it through a reverse osmosis system. A reverse osmosis system just takes everything out of the water. It comes out very pure. It takes out calcium and magnesium which is your hardness. You blend it a little bit to get the right grains of hardness, five or six grains, which everybody is used to in every community. So, that's an option."

Mayor Zavodny said, "Knowing what we have and where we are, how big of a leap is that type of change? Can it be retrofitted into what we have?"

JEO Project Engineer Ethan Joy said, "Yea. Basically, your current plant would stay. I would recommend a few upgrades."

Mayor Zavodny said, "We understand that part of it."

JEO Project Engineer Ethan Joy said, "You would have a small building off to the side where you would be able to put a reverse osmosis skin. It's going to be smaller than the area of this table. It's a pretty compact process."

Council member Kobus said, "What kind of maintenance is that going to take?"

JEO Project Engineer Ethan Joy said, "Well, it does take some time. So, with reverse osmosis you're basically using pumps and you use a lot of energy. So, you're shoving that water through a membrane backwards, where it doesn't want to go, and stripping out the salt, calcium and magnesium. So, it does use a lot of energy and those membranes have to be replaced on a 10 to 15 year schedule and they are not cheap."

Mayor Zavodny said, "Can we have a cost comparison? Because what we're spending on lime isn't inexpensive either."

JEO Project Engineer Ethan Joy said, "What I would propose is a good lifecycle cost analysis, which OA started, and compare these additional wants and look out over the next ten to twenty years. What does it cost to run this plant A versus plant B? You guys view the information and then you can make your decision."

Council member Trowbridge said, "We'll get an operational cost analysis?"

JEO Project Engineer Ethan Joy said, "Yes. We'll look at the cost of lime and how much you're using per month and I know you guys have some things in your system that is making lime less desirable. It's not necessarily bad treatment technology. It may cost out cheaper. For Dakota City, Nebraska, we stuck with it because we were able to reuse and fix what they had and make it more operator friendly and then it reduced their operation & maintenance costs because they weren't fixing stuff every day and then we didn't throw away, per se, concrete that has already been constructed. Again, that analysis that we would propose, you guys would see the numbers and have the full decision."

Mayor Zavodny said, "I don't know that we are hell bent on lime, but what we do need to do is, as we've talked about for years, if there's new technology that automates parts of it and takes out some of the operator calculations and ease of operation, we need to look at that. Maybe lime still is the best, but I also know that we are committed to looking at what else is available because lime is dirty."

JEO Project Engineer Ethan Joy said, "We did the same analysis for Nebraska City and they have a lime softening plant and we evaluated membrane treatment versus lime to build a brand new one. They are in the planning stages on that."

Council member Kobus made a motion to engage JEO to provide a Water Treatment Plant Preliminary Engineering Report. Council member Pat Meysenburg seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Hotovy, Trowbridge, Bruce Meysenburg and Pat Meysenburg. Voting NAY: None. The motion carried.



AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between City of David City, NE ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

Water Treatment Plant PER Amendment ("Project").

J E O Project Number: 200941.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

1. PER Amendment: \$ 12,500  
Total Fee (Lump Sum): \$ 12,500

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A - Scope of Services  
Exhibit B - General Conditions

**4.02 Total Agreement**

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

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

Owner:

Engineer: JEO Consulting Group, Inc.

By: \_\_\_\_\_ By: Ethan E. Joy, PE

Title: \_\_\_\_\_ Title: Branch Manager

Date Signed: \_\_\_\_\_ Date Signed: June 4, 2020

Address for giving notices:

Address for giving notices:

City of David City

JEO Consulting Group, Inc.

557 N. 4th Street

1937 Chestnut Street

David City, NE 68632

Wahoo, NE 68066

Exhibit A

JEO Consulting Group, Inc.  
SCOPE OF SERVICES

Project Description:

Water Treatment Plant Preliminary Engineering Report Amendment, City of David City, NE: The City of David City owns and operates a lime softening and gravity filtration Water Treatment Plant (WTP) that was originally constructed in the early 1980's. The facility consists of induced draft aerators, a single solids contact clarifier, four gravity filter cells, a clearwell and various other appurtenances.

The City had previously hired another consultant (Olsson, Inc.) to prepare a Preliminary Engineering Report (PER) to prepare a comprehensive engineering evaluation of the facility.

The City wishes JEO to prepare a water system PER amendment that examines additional alternatives to the ones presented in the Olsson PER. The PER amendment will include one additional alternative for the rehabilitation of the existing lime softening treatment plant in order to provide a more operator friendly plant. In addition, the PER amendment will provide up to two alternatives for treatment and softening without the use of lime. Technologies to be examined include Reverse Osmosis (RO), Ultrafiltration (UF), and Ion-Exchange (1E) processes.

Basic Scope of Services (Lump Sum):

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  1. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
  2. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  3. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
  4. Work with disciplines to identify potential risks and how to mitigate those risks.
  5. Review billed hours by design team and prepare invoice statements for Owner.
  6. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.

Study and Report Phase

- A. Attend Initiation/Kick-off Meeting with Owner (1 meeting). Meeting review to include:
  1. Introduction of key project personnel from JEO and the City
  2. Review the scope, schedule, and project requirements.
  3. Perform an on-site review of the major system components for the WTP.
  4. Engineer will also ask for any specific requirements or concerns from the Owner about the project.
- B. Review existing information and available drawings. JEO will review any available previous engineering reports for the water treatment plant.
- C. Provide additional analysis of the available data and the development of a final alternative(s) to address the treatment of iron, manganese, arsenic, and softening. Possible improvement alternatives include (up to three (3) alternatives to be considered)
  1. Rehabilitation of the existing facility to improve operator ease of use beyond the information presented in the previous study.
  2. Eliminate the lime softening process and utilize membrane treatment (RO or UF) for softening.
  3. Eliminate the lime softening process and utilize ion exchange treatment for softening.

Exhibit A

JEO Consulting Group, Inc.  
SCOPE OF SERVICES

- D. Review possible alternatives with the Nebraska Department of Health and Human Services (DHHS).
- E. Develop opinions of project cost for the recommended improvements to the water treatment plant. Opinions of cost to include development, land and right, legal, engineering, construction, equipment, contingencies, and financing.
- F. Provide opinions of Operation and Maintenance cost for the water treatment plant based on the alternative recommended improvements.
- G. Provide a "cost-effective analysis" of the alternative recommended improvements, including project costs and 20-year present worth of the projected Operation and Maintenance cost for the water treatment plant.
- H. Review final PER Amendment report with City staff. (1 meeting)
- I. Attend a City Council meeting to review the report. (1 meeting)
- J. Assist the City in the submittal of the PER Amendment and pre-application to the W/WAC.
- K. Assist the City in responding to comments and questions that are raised by the W/WAC.
- L. Final report to be reviewed with City Staff approximately 150 days after receipt of signed agreement.

Meetings included with this scope:

- A. Project Initiation/Kick Off. (1 meeting)
- B. Final PER Amendment Report Review Meeting with City Staff. (1 meeting)
- C. Final Plan Review Meeting with City Council. (1 meeting)

Items not included with this scope of services:

- A. Services to evaluate additional alternatives.
- B. Water Supply/Source Water Alternatives.
- C. Water Distribution/Elevated Storage Alternatives.
- D. Attendance at any additional meetings not identified above.
- E. Preparation of environmental assessments, impact studies or similar studies.
- F. Zoning regulations review or modifications necessary for the proposed improvements included in this project.
- G. Land acquisition services.
- H. Preparation of easement documents.
- I. Floodplain, Corps 404, or any other permitting, not outlined in the scope of services.
- J. Payment of review and permitting fees.
- K. Any other item not outlined in the scope of services.

## JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

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

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

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are

hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

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

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Mayor Zavodny stated that the next item on the agenda was consideration/discussion of renovating the current fishery in the David City Park Lakes with Nebraska Game and Parks for \$900 (the cost of Rotenone).

Mayor Zavodny said, "I don't know how many of you have been contacted. We talk about a lot of very important things at these meetings and it's funny what gets peoples' attention and gets them emotional and passionate about things. When you talk about the park lakes, that pushed a button. I'm going to give my slant on where we're at and then we can talk about it. The biggest concern that was pushed to me, and it pains me, too, to drive past our beautiful pool and see it sitting idle, but that's the times that we are in. Almost every other community is doing the same thing. The argument that I'm hearing is that we've taken everything away from our kids. To which I said, "We haven't taken anything away from our kids, it's the times that we are in". People use verbiage that may or may not be totally accurate. They say that we can't take fishing away too. I think the reasonable solution would be to wait until school starts, which I think that the timeline about does that. The good news that has happened since then that Clayton got right on it and talked to Vaughn Bishop and Vaughn Bishop said that we could treat his body of water but don't renovate it, it's not worth it. Having that piece where you can get rid of the undesirable fish is a big help. We're never going to totally be able to keep carp from coming down that stream and jumping and getting into our lake during a flood type situation. The "shock" will be coming here very shortly to see what we have. I think, in being good stewards, right now we just have a bunch of crappy fish in there. It's a fact. Once in a while you have to maintain it. We did it between ten and twelve years ago. It's just a smart thing to do every once in a while. We're going to treat all of them and they can't put any kind of barrier to keep the fish from coming once we did it. You're never going to totally stop people from dumping their pet goldfish in the park lake because they can't stand to flush it. We have huge goldfish because they will grow to the size of their environment. They are the size of platters. I've seen them. So, we want to get the trout reestablished come October. People like to go ice fishing for them. We'd like to get some bass going and some other desirable fish. I think what we did twelve years ago, we're at a point that we need to do it again. Actually, the complaining wasn't as bad this time as I remember it last time. I think the plan is to draw down the water levels in early August and then apply the chemical. That gives it enough time so come October they can put the trout in there knowing that we have a pretty clean fishery."

Larry J. Sabata stated that he has grass carp in his lake to control the moss. He stated that the most important thing to keep a kid interested is to have him cast and catch a fish. If they have to wait too long, they will lose interest. He stated that it's nice to have bass and blue gills.

Mayor Zavodny said, "The question before the Council is, are you willing to spend \$900 to get the problem that we have now, handled?"

Mayor Zavodny thanked Larry J. Sabata for sharing his thoughts with the Council.

Council member Trowbridge made a motion to move ahead with the Nebraska Game and Parks to implement their plan for cleaning up the park lakes. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Trowbridge, Bruce Meysenburg, Kobus, Vandenberg, Hotovy and Pat Meysenburg. Voting NAY: None. The motion carried.

Nebraska Game and Parks Commission – Fisheries Division – Larry Pape  
2200 North 33<sup>rd</sup> Street – Lincoln, NE 68503 – Office Phone 402-471-5447

David City Park Ponds  
Fishery Renovation Proposal  
June 4, 2020

- ❖ Renovate (eliminate) the current fishery due to the presence of unwanted fish (bullhead, goldfish, carp) and replace with desirable species (bass, bluegill, channel catfish, trout).
  - Carp; once established in a small impoundment will forever be present without complete removal.
  - Bullhead catfish, koi and goldfish; will likely reappear after renovation but by themselves will not degrade water quality to a detrimental extreme.
  - None of these fish species can be removed effectively by any other method.
  - Collectively, these fish will continue to degrade the fishery, aquatic habitat, water quality and aesthetics of the pond until removed.
- ❖ Renovation Activities and Timeline
  - Investigation of watershed to determine extent of carp infestation and renovation need. (June)
  - Secure permission to access land in the watershed upstream of the ponds, if needed. (June)
  - Determine the lowest pool level potential and rate of withdrawal allowed. (June)
  - Lower pool level. (early August)
  - Renovate fishery. (late August)
- ❖ Re-establish fishery with bass, bluegill, channel catfish, and rainbow trout (seasonally).
  - Catfish will be stocked as ten inch fish in September-October, 2020.
  - Rainbow trout will be stocked as ten to twelve inch catchable fish in October, 2020.
  - Due to the long term planning of fish for stocking, the stocking of bass and bluegill fingerlings in 2020 will depend on excess fish in the hatchery system. If excess fish are available, the following fingerling stocking may occur in 2020. Otherwise it will occur as bass and bluegill fry in June or July of 2021.
    - Bass will be re-stocked within four weeks of renovation as six inch fingerlings in September-October, 2020 or as fry in June/July 2021.
    - Bluegill will be stocked as adult spawning capable fish in September-November, 2020, and as fingerlings in October 2020 or as fry in June/July 2021.
- ❖ Notes on the use of the fish toxicant, Rotenone.
  - Applied only by Nebraska Game and Parks Commission staff who are NDA certified applicators.
  - Approximately 10 gallons of Rotenone will be required. The cost is approximately \$90.00 per gallon for a total cost of \$900.00.
  - Applied as liquid by spraying and pouring into pond.
  - Non-toxic to all animals except gill breathing organisms.
  - Inactivates within about a week, depending on temperature.
  - Must ensure that rotenone is NOT allowed to flow downstream from the ponds.
  - Dead fish are consumable, but we do not recommend or promote. Would prefer all public access during and after renovation be limited to observation.

- Dead fish will decay rapidly, but may temporarily cause odor issues. Fish removal to a landfill is permitted, but rarely done. If accomplished, this task will be up to the City of David City.

Mayor Zavodny stated that the next item on the agenda was consideration/updates and discussion concerning the COVID-19 coronavirus.

Mayor Zavodny said, "The spread has slowed way down in our Four Corners area. Butler County had one new case. We're at 51 and forty some have recovered. That's looking good. Part of the reason that it has worked is because of what we have done. I don't have data to prove this but, anecdotally, people are starting to become a little more relaxed. What that's going to mean for numbers, I don't think that any of us can know for sure. Part of what is driving the governor's decisions, I believe, is hospital capacities in Omaha and Lincoln. I would encourage us, as a Council, to continue down the path of opening when restaurants are able to increase their capacities closer to normal. I think that the realistic thing is that we're probably going to be dealing with this over the next year or so, unless we get a vaccine or a treatment. Getting the ball program up and going was no small task and we are just very few months away from fall softball season, football season with both teams using the football field. We're going to have a lot of the same considerations, waivers, until things are taken care of. The schools are getting nervous about what the rules are going to be and what they are going to have to do. Is everything going to be ready? Can we use the fields? They have those kinds of questions. From my standpoint, I think that updates you on where things are. The library is slowly starting to get ready to provide a few more services. I still have some concerns over the computer areas because it's just hard to clean them and it's a confined area and then I'm concerned about the children's programs. Eventually, we're going to have to figure out a way to get those things going again, but for now it's a shaky proposition. The health department would advise against it. I also know that some people were very happy to see the playground equipment open. As the weather got nicer, it was more a sense of normal, as opposed to everything else being closed."

City Administrator Clayton Keller said, "The library does have a plan, if the Council allows them to open up next Monday, on a limited basis. To address the computers, they would only allow four individuals in there, at a time, to sit in the corners and the library has masks to give people and they have a thermometer to take temperatures of people coming in."

Mayor Zavodny said, "From everything that I've read and talked to people, how do we disinfect them, though? Because we don't want to ruin them. What are other libraries doing?"

Library Director Kay Schmid said, "We have always had them use the sanitary lotion. That's been a practice since we opened the computer lab. They've always had to do that when they came in and when they went out. That's where we start and then we'll probably just wipe them off. We thought that we would only allow ages 18 and above in the computer lab. We wouldn't allow children at this time. Mainly, the issue that I have, is that we do have people who don't have access to technology who are trying to fill out unemployment applications and all sorts of different forms that require online applications. So, they don't have access to that. That's why we would like to open it to ages 18 and above because those are the people that would be looking at those kinds of things. Children would not be allowed in the technology center."

Council member Trowbridge said, "There's two sides to this, to me. One is treating the instrument that's been touched and the other one is treating the things that touch the

instrument. I think it would be much easier to treat your hands. Make it mandatory, whether it be a liquid based sanitizer or whether it be gloves, or be a 20 second hand wash – singing “Happy Birthday”. I think it would be easier if we treated it that way. If you want to use the machine, that’s fine, here’s what you’re going to have to do, and we’re going to watch you.”

Library Director Kay Schmid said, “Right. I agree.”

Mayor Zavodny said, “I think that the health experts agree that hand washing is the most effective. There is some thought that the hand sanitizer isn’t the most ideal way to do it. Even on our health department calls, that has been the emphasis.”

Library Director Kay Schmid said, “Did you read through our phase II procedure? Are we going to open on June 15<sup>th</sup>?”

Library Director Kay Schmid presented the following phased response to the COVID-19 pandemic.

### **Hruska Memorial Public Library of David City, NE—Phased Response to Covid-19 Pandemic.**

#### **Phase I: Building closed to public. March 18th, 2020.**

- Staff on duty to answer phone and do other operational tasks.
- Hours of operation altered to 10 am to 3 pm, Monday through Thursday.
- Library materials will be made available to patrons for pickup in the library’s kitchen area.
- Professional webinars will be encouraged.
- Deep cleaning of the facility will take place by custodial and library staff.

#### **Phase II: Limited Public Service Restored as Directed Health Measure Order Relaxed. Possible Date—6/15/2020.**

- Requested library materials will continue to be made available to patrons for pickup in the library’s kitchen area.
- Distribution of free materials using the outside cart will be resumed, with cart placed next to drop box.
- Building open to public in limited fashion. Hours of operation altered to 9 am to 5 pm, Monday through Thursday, due to need for additional staff for cleaning.
- Patrons will enter the library using the front entrance and exit the same way.
- Staff are required to and patrons highly encouraged to wear masks.
- All those entering the building must check in at the Front Circulation Desk for instructions.
- The number of patrons in the building will be limited to up to 20 people excluding staff.
- Unless using computers, patrons will be encouraged to limit their stay to no more than 20 minutes.
- Hand sanitizer stations will be available throughout the library. Masks will be available for \$1.

- Children not yet in middle school should be accompanied by a parent or other adult guardian.
- No public programs will be offered in the library building. Virtual Summer Reading program available.
- Internet/Computer use limited to four stations with sanitizing between sessions. Sessions will be 50 minutes long. Computer use will be limited to those 18 years of age or older.
- Public/staff barriers placed around circulation areas, and shields available for staff. Patrons will scan their own materials.
- Close attention will be paid to cleaning/sanitizing for all frequently touched areas including library materials.
- No public restrooms will be available. Water cooler and coffee machine will be off limits. Newspapers will not be available and seating will be very limited.
- Items returned shall be placed in designated quarantine area for one week.
- The children's library will be closed until renovations are completed.

**Phase III: Full Public Service Restored. Possible Date—**

- Restore regular library hours and staffing schedules.
- Plan and implement public programs.
- Restore outreach programs.
- Restore computer stations to utilize all ten computers,
- Full access to meeting rooms, study rooms and all public areas of the library.

**The time frame associated with each phase is uncertain and at the discretion of the Mayor, the City Administrator, the Library Board of Trustees, and Library Director.**

**The Hruska Public Library reserves the right to modify these restrictions, as situations change.**

Mayor Zavodny said, "Every community is dealing with the same thing and I think that most of them are following the same blueprint that you are. Is some of that coming from the State?"

Library Director Kay Schmid said, "It is. Wahoo is open and Seward is open. I think that Saunders County's numbers are pretty comparable to ours."

Mayor Zavodny said, "Do you want to go over, quickly, what happens when people return items? How long you hold them?"

Library Director Kay Schmid said, "We actually quarantine longer than we need to. When they come into the drop-box we take them out, with plastic gloves, and put them on a table and we let them sit there for a week. That isn't what the CDC is saying is the length that the virus will last, but the CDC changes their tune about every other day. So, we let them sit for a week and then we sanitize them with wipes and then put them into the collection."

Jerry Kosch was present and stated his opinions regarding the COVID-19 coronavirus pandemic.

Mary Ann Long was present and stated her opinions regarding the COVID-19 coronavirus pandemic.

Park/Auditorium Supervisor Bill Buntgen asked if they could open the park restrooms.

After some discussion, Mayor Zavodny took a straw poll of the Council and it was decided to open the park restrooms.

Opening the City Office was discussed.

Mayor Zavodny stated that you cannot require people to wear masks in a public building.

It was decided to open the City Office on Monday, June 15<sup>th</sup>, and to take temperatures of anyone entering the building. Normal disconnect procedures will resume in June.

Council member Trowbridge stated that he thought that it would be a good idea to have a drop-box on the front of the City Office. He stated that may keep people from going inside the building.

Mayor Zavodny and the Council members stated that a drop-box on the front of the City Office would be a good idea.

There being no further business to come before the Council, Council member Hotovy made a motion to adjourn. Council member Kobus seconded the motion. Voting AYE: Council members Hotovy, Bruce Meysenburg, Pat Meysenburg, Vandenberg, Trowbridge and Kobus. Voting NAY: None. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:01 p.m.



CERTIFICATION OF MINUTES  
June 10, 2020

I, Tami Comte, duly qualified and acting Deputy City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of June 10<sup>th</sup>, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Tami Comte, Deputy City Clerk