



**CITY OF SEWARD  
City Council  
Regular Meeting  
Agenda**

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**Tuesday, April 7, 2020 7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, April 7, 2020, in Municipal Building Council Chambers 142 North 7th St, Seward, NE 68434, which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

City financial claims and related invoices will be available for Council member review, audit and voluntary signatures at Council Chambers beginning 30 minutes prior to the scheduled meeting time.

**MEETING BEING HELD VIA VIDEO/TELE-CONFERENCE UNDER STATE OF NEBRASKA, GOVERNOR PETE RICKETTS, EXECUTIVE ORDER NO. 20-03 (CORONA VIRUS- PUBLIC MEETINGS REQUIREMENT WAIVER)**

**TO PARTICIPATE - Join Via Computer, Tablet, or Smart Phone:  
Enter this URL into your Browser: <https://zoom.us/join>**

**Enter Meeting ID: 659 561 676**

**TO PARTICIPATE - Join Via Telephone - call one of the numbers below:  
1-669-900-6833  
1-346-248-7799**

**Enter Meeting ID: 659 561 676**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS**

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. A participant sign-in sheet is available for use by any Citizen addressing the Council. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to

limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

#### **ROLL CALL**

#### **MINUTES**

1. Draft Minutes of March 17, 2020 - City Clerk Otte
2. Draft Minutes of Special Meeting of March 25, 2020 - City Clerk Otte

#### **CONSENT AGENDA**

1. Claims & Payables Reports
2. Infrastructure Cost Items Reimbursable Back to the City

#### **ADMINISTRATIVE ITEMS**

1. Update on Seward Community Response to COVID-19 (Coronavirus) - Roger Reamer, CEO (Memorial Health Care Systems) and Laura McDougall, Executive Director (Four Corners Health Department)
2. Ordinance Adopting Directed Health Measures; to Help Prevent, Limit, or Slow the Spread of the Novel Coronavirus (COVID-19) Among the Citizens of the City of Seward - City Administrator Butcher
3. Claim of Kevan Stepp, 1038 Main Street, Seward for Personal Property Damage - City Administrator Butcher
4. Ordinance Annexing Walmart Subdivision, North Addition, Lots 2 & 3 to the City of Seward (3rd and Final Reading) - City Administrator Butcher
5. Agreement for Professional Engineering with Short Elliott Hendrickson, Inc for Preparation of Plans and Specifications, Obtain Permits and Easements and Provide Bid Phase Services for Wastewater Treatment Plant Outfall Design - City Administrator Butcher
6. Seward Foundation Applications - City Administrator Butcher
  - A. Seward Memorial Library - Meeting Room Technology Upgrade (Larger Screen and Built-In Projector and Accompanying Sound System)

#### **REPORTS**

1. City Administrator's Verbal Report - City Administrator Butcher

#### **FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION**

#### **MOTION TO ADJOURN**

March 17, 2020

The Seward City Council, (scheduled for 7:00 p.m.), met at 7:30 p.m. (due to technical difficulty), on Tuesday, March 17, 2020, via conference call, allowed under State of Nebraska, Governor Pete Ricketts, Executive Order No. 20-03 (Corona Virus - Public Meetings Requirement Limited Waiver), dated March 17, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Ellen Beck, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: None. Other officials present: City Administrator Greg Butcher. City Attorney Kelly Hoffschneider attended via conference call.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Seward County Courthouse, Municipal Building, and Seward Memorial Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted on the north wall of the Municipal Building and copies are available on the north wall where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen participating in the conference call wishing to address the Council, should state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. The City of Seward reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

1. APPROVAL OF MINUTES OF MARCH 3, 2020 COUNCIL MEETING

Councilmember Schmit moved, seconded by Councilmember Singleton, that the minutes of the March 3, 2020 City Council meeting be approved.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

1-6. CONSENT AGENDA CONSIDERATION ITEMS

The following Consent Agenda items were approved in one single motion made by Councilmember Schmit, seconded by Councilmember Singleton:

1. Claims & Payables Reports
2. City Treasurer Report
3. City Codes Director Report
4. Police Department Report
5. Add Daniel Molsen and Zachary Pilfold to Volunteer Firefighter Roster
6. Infrastructure Cost Items Reimbursable Back to the City

CLAIMS LIST  
3-17-20  
COUNCIL MEETING

March 17, 2020

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements; GU, Grounds Upkeep.

Amazon.Com Credit Service	Su	369.78
Baker & Taylor	Su	3,495.30
Bern's Body Shop	Re	2,784.73
Bizco Technologies	Eq, Se	4,272.93
Black Hills Energy	Ut	1,466.51
Blue River Power & Rental	Eq	2,000.00
Bookpage	Su	354.00
Border States Industries	Ci	4,295.42
Burlington Northern Santa	Fees	652.38
Campbell Cleaning	Se	975.00
Capital Business-Cheyenne	Eq	160.00
Carroll Construction Supp	Re	896.00
Cash-Wa Distributing Co	Su	463.63
City Seward Library Petty	Su, Mi	174.10
City Seward Merchant Serv	Fees	2,325.37
City Seward Payroll Accou	Payroll	141,016.61
Commonwealth Electric Co	Re, Ma	610.97
Consolidated Management	Meals	8.74
Constellation Newenergy	Ut	2,152.78
Continental Fire/Alarm/De	Se	190.00
Cook's Country Magazine	Su	44.95
Cooper Power Systems	Ci	103,315.99
Cornhusker International	Re	63.39
Dittmer Melissa	Ex	30.69
Egeberg Mitch	Se	287.00
Ehlers Electronics	Eq, Ma	990.00
Ehrlich Roy D	Su	7.00
Electronic Contracting Co	Se	240.00
Emergency Medical Product	Su	578.94
Farmers Coop Seward	Su, Ma, Re	2,490.16
Fast Mart	Su	8.64
Fastenal Company	Su, Re, Eq	717.92
Galls LLC	Un	171.98
Gerhold Concrete Co Inc	Ma, Su	1,273.83
Glass Doctor	Re	139.02
Goldsmith Tree Service	Se	385.00
H & S Plumbing Heating &	Bu	1,156.08
Hach Company	Su	340.14
Hartmann Custom Service C	Se, Ci	6,494.50
Hawkins Inc	Su	1,516.52
Hemphill Electric LLC	Bu	14.00
Hemphill Jackson	Su	108.00
Heyen's Service & Custom	Re	19.95
Hobson Automotive & Tire	Re	184.48
Home Depot Pro	Su	45.00
Husker Electric Supply Co	Ci, Re	1,643.54
Hydraulic Equipment Service	Incentive, Re	142.50
I E S Commercial Inc	Ci	95,191.20
Jones Bank	Eq Lease Pmt	13,760.00
Jurchen John	Ex	25.00
Last Mile Network Consult	Se	90.00
League Ne Mun-Utilities	Trng	480.00
Lee's Refrigeration	Bu	182.92
Lincoln Journal-Star	Se	14.70
Matheson Tri-Gas Inc	Su	138.95
Menards North	Bu	181.68
Midwest Auto Parts	Re, Bu, Su	1,052.41
Midwest Automotive	Re	277.34

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Midwest Laboratories Inc	Se		735.31
Midwest Service & Sales	Re, Eq, Ma		2,120.00
Midwest Turf & Irrigation	Re		269.19
Miller Kenney	Ex		50.00
N A D A Appraisal Guides	Su		99.00
Nebraska Equipment Inc	Eq, Re, Ma		1,734.38
Nebraska Fire Marshal	Se		120.00
Nebraska Pub Pow-Desmoine	Incentive, Ut		449,971.30
Niemann's Port-A-Pot LLC	Se		100.00
O C L C Inc	Su		208.30
Odeys Inc	Su		1,848.23
Olsson	Se		2,703.05
One Call Concepts Inc	Ex		79.14
O'Reilly Automotive Inc	Re, Su		72.54
Orscheln Farm & Home	Re, Su, Ma, Gu		274.45
Overhead Door Co Of Colum	Bu		342.50
Pac 'N' Save Discount Foo	Su, Bu, Su, Ma, Meals		3,644.28
Pacific Coast Laboratories	Su		175.94
Pankoke Henry W	Se		440.00
People Magazine	Su		59.40
Plains Equipment Group In	Re, Su		125.24
Quill Corp	Su, Eq		415.38
Reams Sprinkler Supply	Gu		431.43
Resco (Rural Elec Su Coop	Ci		77,500.00
Sack Lumber Company	Re		19.96
Sam's Club (Lib-Rec-Pool)	Su, Ma, Re		235.17
Seward County Clerk/Reg D	Ex		36.00
Seward County Independent	Ex		885.67
Seward County Treasurer	Se, Prop Tax		19,064.06
Seward Lumber & Home Cent	Gu, Su		452.01
Seward Machine & Tool	Se		514.65
Seward School District	Incentive		1,165.00
Seward Wind LLC	Ut		39,239.48
Spickelmier & Son Inc	Ci		16,067.75
Sports Express	Su		308.70
Sterling West	Ci		10,084.50
Suhr & Lichty Insurance A	Ins		35.00
Ty's Outdoor Power & Serv	Re		70.19
Valentino's	Su		96.95
Verizon Wireless	Se		1,046.77
Visa - Pinnacle Bank			309.69
SamsClub	Su	228.24	
Walmart	Su, Ex	20.94	
GoDaddy.com	Misc	60.51	
Wake James Stephen	RE Tax - Golf Course		3,703.91
Wesco Distribution Inc	Re, Ci		2,639.69
Windstream Nebraska Inc	Se		1,911.57
Woman's Day	Su		5.00
York News-Times	Ex		20.00
	CLAIMS TOTAL		<u>1,043,898.45</u>

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
 Nay: None  
 Absent: None. Motion carried.

**PUBLIC HEARINGS**

**1. PUBLIC HEARING - 7:00 P.M. - VOLUNTARY REQUEST FOR ANNEXATION OF WALMART SUBDIVISION, NORTH ADDITION LOTS 2 & 3 (NORTH OF WALMART)**

City Administrator Butcher stated this is a voluntary annexation request by Brian and Cindy Fehlhafer. The property location is north of Walmart on

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Highway 15. The Council will also be asked to consider a Final Plat and Subdivision Agreement. He stated at the Planning Commission meeting, there was no public opposition to the annexation and the Planning Commission unanimously recommended approval of the annexation.

Mayor Eickmeier opened the public hearing. Hearing no public comment, Mayor Eickmeier closed the public hearing.

City Attorney Hoffschneider stated the annexation ordinance requires three readings before the City Council. Two more readings will be required prior to adoption. No action was taken.

2. PUBLIC HEARING - 7:00 P.M. - PRELIMINARY AND FINAL PLAT OF WALMART SUBDIVISION, NORTH ADDITION (NORTH OF WALMART); 2A ORDINANCE

This is a Major Subdivision application to develop parcels of land along the East side of Highway 15 and north of Walmart. The application is submitted by Brian and Cindy Fehlhafer. The subdivision involves 3 lots, with lot 1 within the City Limits and lots 2 and 3 currently being voluntarily annexed into the City. The current zoning is AG and the 3 lot sizes conform to proposed C-2 zoning site regulations. The subdivision already is serviced with City utilities and a Subdivision agreement is attached for further development. All City Superintendents have reviewed the Plat and are satisfied with the submitted Plat.

Mayor Eickmeier opened the public hearing. With no public comment, Mayor Eickmeier closed the public hearing.

Ordinance No. 2020-8 approving the preliminary and final plat of Walmart Subdivision, North Addition, a Subdivision of a Portion of the Southwest Quarter, Section 33, Township 11N, Range 3 E of the 6<sup>th</sup> PM, City of Seward was adopted.

2B. SUBDIVISION AGREEMENT - WALMART SUBDIVISION, NORTH ADDITION (NORTH OF WALMART)

Councilmember Schmit moved, seconded by Councilmember Singleton that the Subdivision Agreement between Brian and Cindy Fehlhafer and City of Seward for the Walmart Subdivision North Addition be approved.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

3. PUBLIC HEARING - 7:00 P.M. - REZONE APPLICATION FOR WALMART SUBDIVISION, NORTH ADDITION (NORTH OF WALMART) FROM AG AGRICULTURAL DISTRICT TO C-2 HIGHWAY COMMERCIAL DISTRICT; 3A ORDINANCE

City Administrator Butcher stated the request by Brian and Cindy Fehlhafer is to rezone land along highway frontage for a proposed commercial subdivision involving 3 lots. The subject property is currently in AG Agricultural zoning district with a request to rezone to C-2. Adjacent land is zoned AG Agricultural, C-2 Commercial Highway and I-1 Limited Industrial.

Mayor Eickmeier opened the public hearing. With no public comment, Mayor Eickmeier closed the public hearing.

Ordinance No. 2020-9 amending the official zoning map of the City of Seward, rezoning a tract of land within the corporate limits of the City, specifically, east of Highway 15 and North of Walmart from AG Agricultural District to C-2 Highway Commercial was adopted.

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4. PUBLIC HEARING - 7:00 P.M. - SPECIAL USE PERMIT FOR SEWARD MEMORIAL HEALTHCARE SUBDIVISION, LOT 1, 250 NORTH COLUMBIA AVE - THIRD STORY ADDITION TO BE EXEMPT FROM HEIGHT LIMIT RESTRICTIONS

City Administrator Butcher stated this is a request by Seward Memorial Health Care Systems granting an exception to the height limit for a third-floor expansion in an R-3 zoning district. The original Hospital was built several years ago at a point in time before the City had official zoning regulations, set back requirements, and a Use Matrix. The current Use Matrix requires a Special Use Permit to operate a hospital or health care facility in the current R-3 zoning. Memorial Health Care System wishes to add an additional story to a portion of their existing facility (approximately 4000 sf) but exceed the maximum height permitted in an R-3 zone of other permitted uses which is set at 35 feet. ULDO 410-32.6 section B allows civic use types to be built to a maximum height of 60 feet. The proposed addition would be approximately 42 feet high, therefore exceeding the 35 feet maximum height requirement by roughly 7 feet.

Mayor Eickmeier opened the public hearing. Hearing no public comment, Mayor Eickmeier closed the public hearing.

Councilmember Schmit moved, seconded by Councilmember Kamprath that the Special Use permit for Seward Memorial Healthcare Subdivision, Lot 1, 250 North Columbia Avenue exempting the third story addition from the height limit restrictions was approved.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

5. PUBLIC HEARING - 7:00 P.M. - ALPS DOG RETREAT/SCOTT DINSLAGE, 511 BRADFORD STREET, 5A. PRESENTATION & REVIEW OF TIF APPLICATION

TIF Attorney Andrew Willis presented the Tax Increment Financing (TIF) application of The Alps Dog Retreat, LLC, (Scott Dinslage), for the renovation and rehabilitation of the existing building on the Project Site, including demolition and remediation of environmental conditions, and energy efficiency enhancements, including replacement of windows that are nearly 60 years old, and addition to the eligible public improvements.

The existing building on the Site formerly housed Mike's Fresh Market, but is currently vacant and functionally and economically obsolescent. The building is in poor condition and without significant renovation and rehabilitation, it is at risk of becoming uninhabitable. Due to the significant upfront costs that are required to eliminate blight and substandard conditions for the Site, the Redeveloper has represented that the Project would not be economically feasible without the use of TIF. The Redeveloper has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

The Redeveloper will make a significant investment in modernizing the building for operation of a commercial dog services business on the Site, including improvements to plumbing and electrical systems, installation of rubber flooring, replacement of existing concrete flooring, and other improvements. Upon completion, the commercial dog services business operated on the Site will offer dog boarding, daycare, grooming, self-wash and training services, as well as high-end retail pet products.

5B. REVIEW OF REDEVELOPMENT PLAN AMENDMENT AND COST BENEFIT ANALYSIS

The Project is anticipated to have a base valuation of \$437,711 and a final valuation of approximately (County Assessor preliminary appraisal)

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\$967,020 upon completion. The Redeveloper estimates that the total Project costs shall be approximately \$427,712. Of these costs, approximately \$105,812 are TIF-eligible expenditures, of which the Redeveloper is requesting \$92,915 in TIF Indebtedness. Mr. Willis stated the application includes demolition/asbestos removal, façade/energy efficiency enhancements - windows, energy efficiency enhancements - HVAC, and architectural and engineering fees. The Redeveloper has stated that the Project would be financed in part using approximately \$110,000 in investor equity and an approximately \$150,000 bank loan. The Redeveloper will seek Local Option Municipal Economic Development Act funds to cover the remainder of the costs required to construct the Project. The assumed Interest Rate for the note is 5.50%, with an annual tax increment of \$9,177.

The Project is planned to begin construction in March 2020 with the construction completed in the summer of 2020. The base year for the Project is to be 2020 with the first tax year being 2021.

Mr. Willis presented the estimated TIF uses as:

Demolition/Asbestos Removal	\$	15,500
Façade/Energy Efficiency Enhancements - Windows	\$	55,000
Energy Efficiency Enhancements - HVAC	\$	28,812
Architectural Engineering Fees	\$	6,500
Total	\$	105,812

Mr. Willis stated the Developer is aware that if the final assessment comes in lower, the Developer is responsible for any shortfall. The CRA does not make any representations as to the final value of the Project and any changes in market conditions, building plans, construction materials, etc., will have an effect on the final valuation.

Mr. Willis stated the Project meets several goals of the Comprehensive Plan. The Project is an investment in the Downtown area, promotes a strong retail and service economy, compliments the overall character of the City, and supports and promotes the creation of community amenities.

There is no public acquisition of private property, relocation of families or businesses or the sale of property to accomplish the Project. The Redeveloper is under contract to purchase the Site.

The proposed development is the renovation and rehabilitation of the existing commercial building on the Site for use as a commercial dog services business, which will not affect population density in the Project area.

The footprint of the building will not change. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

There are no adverse impacts with respect to traffic flow, street layouts, and street grades. The intended use of the building as a commercial dog services building should not significantly increase traffic flow in comparison to the prior fresh food market use.

The Site plan for the Project includes a surface parking lot on the Project Site for use by customers and employees. In addition, off-street parking is plentiful in the area surrounding the Site. The Project will meet or exceed the parking requirements Site forth in the zoning district.

The Project is located in a Commercial Business District with a permitted use (pet services). No additional zoning, building code, or ordinance changes will be necessary.

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Mr. Willis presented the Cost-Benefit Analysis:

a.	Redevelopment Project Valuation:	\$	437,711
b.	Projected Completed Project Assessed Valuation:	\$	967,020
c.	Projected Tax Increment Base:	\$	529,309
d.	Estimated Tax Levy:		1.733791
e.	Annual Projected Tax Shift:	\$	9,177

It is not anticipated the Project will have a substantial adverse effect on the public infrastructure and community public service needs. All public infrastructure and community public services required currently exist.

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The Redeveloper anticipates the Project will enable the City to retain sales taxes that would otherwise be paid for pet services offered in other communities and that the Project will attract customers from surrounding communities. It is not anticipated the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

It is not anticipated the Project will have a material adverse impact on employers and employees of firms locating or expanding with the boundaries of the area. The Project will eliminate blight and substandard conditions on the Site, which will enhance the aesthetics of the Project Site and the area as a whole. The Project is anticipated to attract consumer traffic to downtown Seward.

The Project should have a material positive impact on private sector businesses in and around the area. It is not anticipated to impose a burden or have a negative impact on the local area employers.

The Project does not include the construction of any residential dwelling units, so it is not anticipated it will have a material adverse impact on the student populations of the school district within the City.

It is anticipated the Project will create 5 new jobs in the City.

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits of the Project appear to outweigh the costs.

#### 5C., 5D., 5E. REDEVELOPMENT AGREEMENT, RESOLUTIONS

Mr. Willis presented the Redevelopment Agreement. He stated the Project consists of the renovation, redevelopment, and improvement of the existing structure on the Project Site for operation of a commercial dog services business.

The Effective date will be January 1, 2021.

The minimum Project Valuation will be \$967,020, with a completion date of December 31, 2020. The TIF indebtedness will be \$92,915 and the CRA shall capture the Tax Increment for a total period not to exceed fifteen years.

The Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen year period commencing on the effective date without the prior written consent of the CRA.

The Redeveloper will be required to certify \$111,812 in eligible expenses upon Project completion.

Mr. Willis stated the Planning Commission and the CRA unanimously

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recommended approval of the TIF Project.

Scott Dinslage, 1869 154<sup>th</sup> Rd, Garland, NE, spoke as redeveloper of the Project. He stated no business can go into the building without getting it up to building code requirements. He stated he is relying on TIF funding to address all of the issues.

Mayor Eickmeier opened the public hearing. Hearing no public comment, Mayor Eickmeier closed the public hearing.

City Administrator stated the City received a letter from Seward Community Chamber and Development Partnership in support of the project and TIF funding.

Councilmember Schmit introduced the resolution:

**RESOLUTION #2020-13**

(Redevelopment Plan Amendment - Alps Dog Retreat Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING A SPECIFIC REDEVELOPMENT PROJECT.**

RECITALS

- A. The Community Redevelopment Authority of the City of Seward ("CRA") has recommended that the Redevelopment Plan for the City of Seward (the "Redevelopment Plan"), a copy of which is on file and available for public inspection with the City Clerk, should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified and legally defined in said amendment (the "Project Site").
- B. The proposed amendment to the Redevelopment Plan ("Redevelopment Plan Amendment") is on file and available for public inspection with the Seward City Clerk.
- C. The Redevelopment Plan Amendment includes a redevelopment project identified as the Alps Dog Retreat Redevelopment Project (the "Project") that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.
- D. The CRA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Seward.
- E. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.
- F. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.
- G. On March 17, 2020, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.
- H. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

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NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Seward.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of Seward.

Councilmember Wilken moved, seconded by Councilmember Hendrix, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

Dated this 17<sup>th</sup> day of March, 2020.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Councilmember Schmit introduced the following resolution:

**RESOLUTION #2020-14**

(Redevelopment Agreement - Alps Dog Retreat Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND AUTHORIZING THE COMMUNITY REDEVELOPMENT AUTHORITY TO ENTER INTO SAID AGREEMENT.**

RECITALS

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A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended (the "Act"), the City of Seward, Nebraska ("City"), has adopted a redevelopment plan ("Redevelopment Plan") for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the Alps Dog Retreat Redevelopment Project that will include the use of Tax Increment Financing (the "Project").

C. On March 11, 2020, the CRA approved the Redevelopment Agreement for the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the General Comprehensive Development Plan of the City, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and The Alps Dog Retreat, LLC, which is on file with the City Clerk and available for public inspection, is hereby approved.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CRA.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CRA of the City.

BE IT FURTHER RESOLVED, that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Councilmember Schmit moved, seconded by Councilmember Singleton, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

Dated this 17<sup>th</sup> day of March, 2020.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

6. PUBLIC HEARING - 7:00 P.M. - KACH INVESTMENT, LLC/ALYSSA & CAREY HENDRIX, 139 N 6<sup>TH</sup> STREET, 6A. PRESENTATION & REVIEW OF TIF APPLICATION

Councilmember Alyssa Hendrix stated she would abstain from any comment or voting on the agenda item as she has a direct interest in the project.

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TIF Attorney Andrew Willis presented the Tax Increment Financing (TIF) application of KACH Investments, LLC (Alyssa & Carey Hendrix), for the renovation, rehabilitation, and exterior enhancements of the building on the Project Site. The Project shall include façade enhancements, energy efficiency enhancements, and other improvements that are eligible public improvements under the Act.

The existing building on the Site was built in 1914 and is in need of upgrades and improvements. The main level of the building is approximately 40% vacant and is in need of upgrades to attract tenants. The second story of the building is currently 100% vacant and in need of improvements to attract tenants. Actual uses will be determined by the tenants the Redeveloper can attract, the 4,000 square feet of first floor space will be used for a commercial use. The second story will be for residential space or possible additional commercial space. The Project will create an additional 10,000 square feet of usable second story space in Downtown area.

The Redeveloper intends to make substantial investments to make the vacant first floor space and upper story habitable. The property doesn't currently have a fire sprinkler system, which is required, based on its size. The property also requires extensive HVAC, plumbing, and electrical upgrades before it can be occupied. Additionally, in order to support second floor occupancy, a new stairwell and elevator system will be installed. The Project will also include aesthetic façade enhancements to the building and exterior lighting for public safety that will improve the quality of the Site and decrease the blighted and substandard conditions in the Redevelopment Area. The Redeveloper has represented that the Project would not be economically feasible without the use of TIF. The Redeveloper has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

#### 6B. REVIEW OF REDEVELOPMENT PLAN AMENDMENT AND COST BENEFIT ANALYSIS

The Project is anticipated to have a base valuation of \$485,715 and a final valuation of approximately (County Assessor preliminary appraisal) \$943,994 upon completion. The Redeveloper estimates that the total Project costs shall be approximately \$497,570. The costs include: \$68,000 for fire sprinklers, \$25,000 for the new water line to service the sprinkler system, \$26,000 in roof insulation related to the sprinklers, \$65,000 for stairwell, \$77,500 for elevator, \$40,000 in electrical upgrades to meet code, \$20,000 in plumbing upgrades to meet code, and \$60,000 in HVAC upgrades to meet code, as well as additional eligible public improvement costs. The renovation Project includes significant expenses that are being incurred as infill redevelopment of a historic building, which make the Project more expensive. Of these costs, approximately \$77,500 are TIF-eligible expenditures. The Redeveloper requested \$81,830 in TIF indebtedness. However, understands that some of the expenses do not qualify for TIF.

The Redeveloper has stated that the Project would be financed in part using approximately \$250,000 in investor equity and the remainder financed through a bank loan. The Redeveloper has represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

The Project is planned to begin construction in spring 2020 with the construction completed on the first floor in 2020. Second floor improvements are anticipated to be completed in 2021. The base year for the Project is to be 2020 with the first tax year being 2021. Based on the construction schedule, there may be a partial valuation year in 2021.

Mr. Willis presented the estimated TIF uses as:

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CRA Administrative Fee	\$	2,325
Cost of Issuance	\$	6,000
Exterior Lighting	\$	6,000
Façade Enhancements (awnings)	\$	8,175
Water Line Extension	\$	25,000
Architect/Engineering	\$	30,000
Total	\$	77,500

Mr. Willis stated the Developer is aware that if the final assessment comes in lower, the Developer is responsible for any shortfall. The CRA does not make any representations as to the final value of the Project and any changes in market conditions, building plans, construction materials, etc., will have an effect on the final valuation.

Mr. Willis stated the Project meets several goals of the Comprehensive Plan. The Project is an investment in the Downtown area, promotes a strong retail and service economy, compliments the overall character of the City, and supports and promotes the creation of community amenities.

There is no public acquisition of private property, relocation of families or businesses or the sale of property to accomplish the Project. The Redeveloper is owner the Site.

The proposed development is the renovation and rehabilitation of the historical commercial building, which will not significantly affect population density in the Project area. While the second story may be converted into apartments, the preliminary designs would include approximately 9 studio apartments included in the Project.

The footprint of the building will not change. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

There are no adverse impacts with respect to traffic flow, street layouts, and street grades. The Project was designed for the additional uses that this Project would bring and more vibrancy and additional businesses are desired in Downtown Seward.

The 2017 Downtown Revitalization Plan determined that, as a whole, there is a surplus of available parking spaces downtown compared to demand. While there are places where demand exceeds supply, there are virtually always available spaces within a block, here fore, no additional parking is needed at this time. Parking requirements will need to be further addressed based on final use.

The Project is located in a Commercial Business District with a permitted use. No additional zoning, building code, or ordinance changes will be necessary.

Mr. Willis presented the Cost-Benefit Analysis:

a. Redevelopment Project Valuation:	\$	485,715
b. Projected Completed Project Assessed Valuation:	\$	943,994
c. Projected Tax Increment Base:	\$	441,252
d. Estimated Tax Levy:		1.733791
e. Annual Projected Tax Shift:	\$	7,946

It is not anticipated the Project will have a substantial adverse effect on the public infrastructure and community public service needs. All public infrastructure and community public services required currently exist.

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The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The Project should generate immediate sales tax growth for the City through the expanded use of the building. The Redeveloper and Project tenants will also pay for City services. It is not anticipated the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

It is not anticipated the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area. The Project will revitalize the Site, increase consumer traffic to downtown and decrease blighted and substandard conditions on the area. The additional housing options are beneficial to supporting the needed workforce for all employers and downtown housing.

The Project should have a material positive impact on private sector businesses in and around the area. It is not anticipated to impose a burden or have a negative impact on the local area employers.

It is not anticipated it will have a material adverse impact on the student populations of the school district within the City. The residential component includes studio apartments which will not likely attract families with children.

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits of the Project appear to outweigh the costs.

6C., 6D., 6E. REDEVELOPMENT AGREEMENT, RESOLUTIONS

Mr. Willis presented the Redevelopment Agreement. He stated the Project consists of the renovation, redevelopment, and improvement of the existing structure on the Project Site for commercial and residential space.

The Effective date will be January 1, 2021.

The minimum Project Valuation will be \$943,994, with a completion date of December 31, 2021. The TIF indebtedness will be \$77,500 and the CRA shall capture the Tax Increment for a total period not to exceed fifteen years.

The Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen year period commencing on the effective date without the prior written consent of the CRA.

The Redeveloper will be required to certify \$77,500 in eligible expenses upon Project completion.

Mr. Willis stated the Planning Commission and CRA unanimously recommended approval of the TIF Project.

Mayor Eickmeier opened the public hearing. Hearing no public comment, Mayor Eickmeier closed the public hearing.

City Administrator Butcher stated Carey Hendrix commented at the Planning Commission meeting that this building requires multiple entrances and an ADA accessible elevator to make the second floor habitable. The project costs are very expensive to do it right.

Mr. Butcher also commented that the Seward Community Chamber & Development Partnership submitted a letter of support for the project and TIF funding.

Councilmember Schmit introduced the following resolution:

March 17, 2020

**RESOLUTION #2020-15**

(Redevelopment Plan Amendment - 139 N 6th Street Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING A SPECIFIC REDEVELOPMENT PROJECT.**

RECITALS

I. The Community Redevelopment Authority of the City of Seward ("CRA") has recommended that the Redevelopment Plan for the City of Seward (the "Redevelopment Plan"), a copy of which is on file and available for public inspection with the City Clerk, should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified and legally defined in said amendment (the "Project Site").

J. The proposed amendment to the Redevelopment Plan ("Redevelopment Plan Amendment") is on file and available for public inspection with the Seward City Clerk.

K. The Redevelopment Plan Amendment includes a redevelopment project identified as the 139 N 6th Street Redevelopment Project (the "Project") that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

L. The CRA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Seward.

M. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.

N. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

O. On March 17, 2020, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

P. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), as follows:

7. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
8. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.

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9. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.
10. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Seward.
11. The Project would not be economically feasible without the use of Tax Increment Financing.
12. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of Seward.

Councilmember Sckmit moved, seconded by Councilmember Wilken, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit  
Nay: None  
Abstain: Hendrix  
Absent: None. Motion carried.

Dated this 17<sup>th</sup> day of March, 2020.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Councilmember Schmit introduced the following resolution:

**RESOLUTION # 2020-16**

(Redevelopment Agreement - 139 N 6th Street Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND AUTHORIZING THE COMMUNITY REDEVELOPMENT AUTHORITY TO ENTER INTO SAID AGREEMENT.**

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended (the "Act"), the City of Seward, Nebraska ("City"), has adopted a redevelopment plan ("Redevelopment Plan") for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the 139 N 6th Street Redevelopment Project that will include the use of Tax Increment Financing (the "Project").

C. On March 11, 2020, the CRA approved the Redevelopment Agreement for the Project.

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D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the General Comprehensive Development Plan of the City, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and The 139 N 6th Street, LLC, which is on file with the City Clerk and available for public inspection, is hereby approved.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CRA.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CRA of the City.

BE IT FURTHER RESOLVED that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Councilmember Schmit moved, seconded by Councilmember Wilken, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit  
Nay: None  
Abstain: Hendrix  
Absent: None. Motion carried.

Dated this 17<sup>th</sup> day of March, 2020.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

7. PUBLIC HEARING - 7:00 P.M. - KACH 510, LLC/ALYSSA & CAREY HENDRIX, 640 & 644 SEWARD STREET, 7A. PRESENTATION & REVIEW OF TIF APPLICATION

Councilmember Alyssa Hendrix stated she would abstain from any comment or voting on the agenda item as she has a direct interest in the project.

TIF Attorney Andrew Willis presented the Tax Increment Financing (TIF) application of KACH Investments, LLC (Alyssa & Carey Hendrix), for the renovation, rehabilitation, and exterior enhancements of the two adjacent historic commercial buildings on the Project Site. The Project shall include façade enhancements, energy efficiency enhancements, and associated improvements.

The existing buildings on the Site were built in 1890 and are in need of renovation and rehabilitation. The first floor of the building located at 640 Seward Street, which is comprised of approximately 1,600 square feet of commercial space, is currently vacant. The second story of the 640 Building

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consists of three one-bedroom residential apartments, all of which are vacant and in need of improvement to attract tenants. The building located at 644 Seward Street sits immediately west of the 640 Building and, like the 640 Building, contains approximately 1,600 square feet of first floor commercial space. The first floor is currently occupied by a tenant, Liz's Sweet Stuff Bakery. The second story of the 644 Building consists of three one-bedroom residential apartments, all of which are vacant and in need of improvement to attract tenants.

Redeveloper intends to make a substantial investment to make the upper story apartments in both of the buildings habitable. In addition, the Redeveloper will make improvements to the first floor commercial space of the 640 Building for commercial, restaurant or retail use. A substantial portion of the Project will consist of façade enhancements to the buildings that will improve the aesthetic quality of the Project Site, and decrease blighted and substandard conditions in the Redevelopment Area. The Project is intended to prevent further deterioration of the Project Site and the Redevelopment Area, and is not feasible without the assistance of tax increment financing.

7B. REVIEW OF REDEVELOPMENT PLAN AMENDMENT AND COST BENEFIT ANALYSIS

The Project is anticipated to have a base valuation of \$152,964 and a final valuation of approximately (County Assessor preliminary appraisal) \$380,800 upon completion. The Redeveloper estimates that the total Project costs shall be approximately \$502,000. Of the estimated costs, approximately \$117,240 are TIF-eligible expenditures. The Redeveloper requested \$41,339 in TIF indebtedness.

The Redeveloper has stated that the Project would be financed in part using approximately \$500,000 in investor equity and the remainder financed through a bank loan. The Redeveloper represented that without the use of TIF, the Project would not be feasible and could not develop the Site. The Redeveloper has represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

The Project is planned to begin construction in spring 2020 with the construction completed on the first floor in 2020. Second floor improvements are anticipated to be completed in 2021. The base year for the Project is to be 2020 with the first tax year being 2021. Based on the construction schedule, there may be a partial valuation year in 2021.

Mr. Willis presented the estimated TIF uses as:

CRA Administrative Fee	\$ 1,240
Cost of Issuance	\$ 6,000
Demolition	\$ 45,000
Façade Enhancements	\$ 35,000
Architect/Engineering	\$ 30,000
Total	\$ 117,240

Mr. Willis stated the Developer is aware that if the final assessment comes in lower, the Developer is responsible for any shortfall. The CRA does not make any representations as to the final value of the Project and any changes in market conditions, building plans, construction materials, etc., will have an effect on the final valuation.

Mr. Willis stated the Project meets several goals of the Comprehensive Plan. The Project is an investment in the Downtown area, promotes a strong retail and service economy, compliments the overall character of the City, and supports and promotes the creation of community amenities.

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There is no public acquisition of private property, relocation of families or businesses or the sale of property to accomplish the Project. The Redeveloper is owner the Site. The existing first floor tenant will not be required to relocate as part of the Project.

The proposed development involves the renovation and rehabilitation of the historical buildings on the Site, including making the six one-bedroom residential apartment units on the second floor of the buildings habitable. The addition of 6 one-bedroom residential apartment units will inherently result in an increase in population density in the Redevelopment Area. However, it is not anticipated that the increase in population density will have a material adverse impact on the City.

The footprint of the building will not change. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

There are no adverse impacts with respect to traffic flow, street layouts, and street grades. The Project was designed for the additional uses that this Project would bring and more vibrancy and additional businesses are desired in Downtown Seward. The downtown infrastructure is anticipated to be sufficient for the intended uses.

The 2017 Downtown Revitalization Plan determined that, as a whole, there is a surplus of available parking spaces downtown compared to demand. While there are places where demand exceeds supply, there are virtually always available spaces within a block, here fore, no additional parking is needed at this time. Parking requirements will need to be further addressed based on final use.

The Project is located in a Commercial Business District with a permitted use. No additional zoning, building code, or ordinance changes will be necessary.

Mr. Willis presented the Cost-Benefit Analysis:

a.	Redevelopment Project Valuation:	\$	152,964
b.	Projected Completed Project Assessed Valuation:	\$	380,800
c.	Projected Tax Increment Base:	\$	227,836
d.	Estimated Tax Levy:		1.733791
e.	Annual Projected Tax Shift:	\$	3,950

It is not anticipated the Project will have a substantial adverse effect on the public infrastructure and community public service needs. All public infrastructure and community public services required currently exist.

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The City should realize revenue from sales taxes paid by new residents of the apartment units constructed on the Site, who are likely to purchase goods and services from businesses within the area. It is not anticipated the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment Project. The eligible improvements for this Project shall enhance the aesthetics of the Redevelopment Area. This will revitalize the Project Site, increase consumer traffic to the downtown area, and decrease the blighted and substandard conditions of the Redevelopment Area, all of which will benefit all employers in the downtown area. Additionally,

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the Project involves the construction of additional housing options, which should benefit employers by supporting the housing needs of the local workforce.

The Project should have a material positive impact on private sector businesses in and around the area. It is not anticipated to impose a burden or have a negative impact on the local area employers. Further, the additional housing units created as part of the Project should help the community attract and retain talented young professionals.

It is not anticipated it will have a material adverse impact on the student populations of the school district within the City. The Project includes the addition of six apartment units, but the apartments are one-bedroom units that will likely be marketed towards and occupied by young professionals. The size and location of the apartments will not likely attract many families with children. The school district should have the capacity to handle any minimal population increase.

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits of the Project appear to outweigh the costs.

#### 7C., 7D., 7E. REDEVELOPMENT AGREEMENT, RESOLUTIONS

Mr. Willis presented the Redevelopment Agreement. He stated the Project consists of the renovation, redevelopment, and improvement of the existing historic buildings on the Project Site for commercial and residential space, as well as public improvements.

The Effective date will be January 1, 2021.

The minimum Project Valuation will be \$380,800, with a completion date of December 31, 2021. The TIF indebtedness will be \$41,339 with an interest rate set at 5.0% and the CRA shall capture the Tax Increment for a total period not to exceed fifteen years.

The Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen year period commencing on the effective date without the prior written consent of the CRA.

The Redeveloper will be required to certify \$116,000 in eligible expenses upon Project completion.

Mr. Willis stated the Planning Commission and CRA unanimously recommended approval of the TIF Project.

Mayor Eickmeier opened the public hearing.

A Councilmember inquired directly of Alyssa Hendrix as project applicant as to whether the project would be funded through a bank or self-funded of which she responded that all three of these TIF projects will be self-funded.

A Councilmember inquired as to whether the redeveloper could set their own interest rate to collect when self-funding, of which Mr. Willis stated that there are no legal issues with the self-funding or setting an interest rate to collect. The Council could establish a policy of setting these at a zero percent interest. On this particular project, if the interest rate would be zero, the amount of TIF would be \$41,339; however, the redeveloper still has 15 years to pay off the note.

Hearing no further public comment, Mayor Eickmeier closed the public hearing.

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City Administrator Butcher stated the Seward Community Chamber & Development Partnership submitted a letter of support for the project and for TIF funding.

Councilmember Singleton introduced the following resolution:

**RESOLUTION #2020-17**

(Redevelopment Plan Amendment - 640/644 Seward Street Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING A SPECIFIC REDEVELOPMENT PROJECT.**

RECITALS

Q. The Community Redevelopment Authority of the City of Seward ("CRA") has recommended that the Redevelopment Plan for the City of Seward (the "Redevelopment Plan"), a copy of which is on file and available for public inspection with the City Clerk, should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified and legally defined in said amendment (the "Project Site").

R. The proposed amendment to the Redevelopment Plan ("Redevelopment Plan Amendment") is on file and available for public inspection with the Seward City Clerk.

S. The Redevelopment Plan Amendment includes a redevelopment project identified as the 640/644 Seward Street Redevelopment Project (the "Project") that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

T. The CRA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Seward.

U. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.

V. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

W. On March 17, 2020, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

X. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), as follows:

13. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.

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- 14. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
- 15. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.
- 16. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Seward.
- 17. The Project would not be economically feasible without the use of Tax Increment Financing.
- 18. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of Seward.

Councilmember Singleton moved, seconded by Councilmember Wilken, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit  
Nay: None  
Abstain: Hendrix  
Absent: None. Motion carried.

Dated this 17<sup>th</sup> day of March, 2020.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Councilmember Schmit introduced the following resolution:

**RESOLUTION # 2020-18**

(Redevelopment Agreement - 640/644 Seward Street Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND AUTHORIZING THE COMMUNITY REDEVELOPMENT AUTHORITY TO ENTER INTO SAID AGREEMENT.**

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended (the "Act"), the City of Seward, Nebraska ("City"), has adopted a redevelopment plan ("Redevelopment Plan") for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

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B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the 640/644 Seward Street Redevelopment Project that will include the use of Tax Increment Financing (the "Project").

C. On March 11, 2020, the CRA approved the Redevelopment Agreement for the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the General Comprehensive Development Plan of the City, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and The 640/644 Seward Street, LLC, which is on file with the City Clerk and available for public inspection, is hereby approved.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CRA.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CRA of the City.

BE IT FURTHER RESOLVED that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Councilmember Schmit moved, seconded by Councilmember Wilken, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit  
Nay: None  
Abstain: Hendrix  
Absent: None. Motion carried.

Dated this 17<sup>th</sup> day of March, 2020.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

8. PUBLIC HEARING - 7:00 P.M. - KACH ROBERTS BUILDING, LLC/ALYSSA & CAREY HENDRIX, 647 SEWARD STREET, 8A. PRESENTATION & REVIEW OF TIF APPLICATION

Councilmember Alyssa Hendrix stated she would abstain from any comment or voting on the agenda item as she has a direct interest in the project.

TIF Attorney Andrew Willis presented the Tax Increment Financing (TIF) application of KACH Roberts Bldg, LLC (Alyssa & Carey Hendrix), for the renovation, rehabilitation, and exterior enhancements of the building on the

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Project Site. The Project shall include demolition, façade enhancements, and other eligible public improvements.

The Project will include the renovation, rehabilitation, and exterior enhancement of the building on the Project Site. The Project shall include demolition, façade enhancements, and other improvements that are eligible public improvements under the Act.

The building on the Project Site has approximately 1,600 square feet of first floor area and 1,600 square feet of second floor area. The first floor is currently occupied by Brandy's Balloons pursuant to a lease expiring June 1, 2020. The second floor consists of two residential apartment units, which are vacant. The Redeveloper does not anticipate that the second floor apartment units are leasable without substantial improvements. The Project would include the renovation of the existing apartment units on the second floor of the building into a one-bedroom apartment unit and a two-bedroom apartment unit, and conversion of approximately 850 square feet of the first floor commercial space into an additional one-bedroom residential apartment unit. The remaining 750 square feet on the first floor would be available for retail, restaurant or service use. The Project would also include façade enhancements and exterior upgrades including, but not limited to, replacement of the store front and second floor windows, and improvement of the store front entry and apartment entry. All of these enhancements will allow the Redeveloper to lease out the residential apartment units in the building.

A substantial portion of the Project will consist of façade enhancements to the building that will improve the aesthetic quality of the Project Site, and decrease blighted and substandard conditions in the Redevelopment Area. The Project is intended to prevent further deterioration of the Project Site and the Redevelopment Area.

8B. REVIEW OF REDEVELOPMENT PLAN AMENDMENT AND COST BENEFIT ANALYSIS

The Project is anticipated to have a base valuation of \$89,497 and a final valuation of approximately (County Assessor preliminary appraisal) \$184,975 upon completion. The Redeveloper estimates that the total Project costs shall be approximately \$253,900. Of the estimated costs, approximately \$76,020 are TIF-eligible expenditures. The Redeveloper requested \$17,324 in TIF indebtedness.

The Redeveloper has stated that the Project would be financed in part using approximately \$250,000 in investor equity and the remainder financed through a bank loan. The Redeveloper represented that without the use of TIF, the Project would not be feasible and could not develop the Site. The Redeveloper has represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

The Project is planned to begin construction in 2020 with the construction completed on the second floor in 2020. The first floor improvements are anticipated to be completed in 2021. The base year for the Project is to be 2020 with the first tax year being 2021. Based on the construction schedule, there may be a partial valuation year in 2021.

Mr. Willis presented the estimated TIF uses as:

CRA Administrative Fee	\$ 520
Cost of Issuance	\$ 6,000
Demolition	\$ 15,000
Façade Enhancements (Windows)	\$ 21,500
Energy Enhancements (HVAC)	\$ 18,000
Architect/Engineering	\$ 15,000

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Total \$ 76,020

Mr. Willis stated the Developer is aware that if the final assessment comes in lower, the Developer is responsible for any shortfall. The CRA does not make any representations as to the final value of the Project and any changes in market conditions, building plans, construction materials, etc., will have an effect on the final valuation.

Mr. Willis stated the Project meets several goals of the Comprehensive Plan. The Project is an investment in the Downtown area, promotes a strong retail and service economy, compliments the overall character of the City, and supports and promotes the creation of community amenities.

There is no public acquisition of private property, relocation of families or businesses or the sale of property to accomplish the Project. The Redeveloper is owner the Site. The lease with the current first floor tenant expires prior to commencement of construction of the first floor improvements.

The proposed development involves the renovation and rehabilitation of the apartment units on the second floor of the existing building on the Project Site, as well as conversion of approximately 850 square feet of first floor commercial space into an additional one-bedroom apartment unit. It is not anticipated that the addition of 3 apartment units will have a significant impact on population density in the City of Seward. Further, the addition of 3 apartment units in downtown Seward is consistent with the Comprehensive Plan which recommends using incentives to further the image of the downtown as a neighborhood with housing in and around the downtown.

The footprint of the building will not change. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

There are no adverse impacts with respect to traffic flow, street layouts, and street grades. The Project was designed for the commercial and residential uses that comprise the Project. Additional traffic in downtown Seward is a stated goal to enhance the vibrancy of the downtown area. The downtown infrastructure is anticipated to be sufficient for the intended uses.

The 2017 Downtown Revitalization Plan determined that, as a whole, there is a surplus of available parking spaces downtown compared to demand. While there are places where demand exceeds supply, there are virtually always available spaces within a block, here fore, no additional parking is needed at this time. Parking requirements will need to be further addressed based on final use.

The Project is located in a Commercial Business District with multi-family housing as a permitted use. The Redeveloper will be responsible for complying with City zoning, building code, or ordinance changes to complete the Project.

Mr. Willis presented the Cost-Benefit Analysis:

a. Redevelopment Project Valuation:	\$ 89,947
b. Projected Completed Project Assessed Valuation:	\$ 184,975
c. Projected Tax Increment Base:	\$ 95,478
d. Estimated Tax Levy:	1.733791
e. Annual Projected Tax Shift:	\$ 1,655

It is not anticipated the Project will have a substantial adverse effect on the public infrastructure and community public service needs. All public infrastructure and community public services required currently exist.

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The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The City should realize revenue from sales taxes paid by new residents of the apartment units constructed on the Site, who are likely to purchase goods and services from businesses within the area. It is not anticipated the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment Project. The eligible improvements for this Project shall enhance the aesthetics of the Redevelopment Area. This will revitalize the Project Site, increase consumer traffic to the downtown area, and decrease the blighted and substandard conditions of the Redevelopment Area, all of which will benefit all employers in the downtown area. Additionally, the Project involves the construction of additional housing which is beneficial to supporting the needed workforce for all employers, and downtown housing is an attractive housing option for some individuals.

The Project should have a material positive impact on private sector businesses in and around the area. It is not anticipated to impose a burden or have a negative impact on the local area employers. Rather, the additional apartment units available in the downtown area should help attract and retain talented young professionals. There should be no material and unreasonable impact on other businesses.

It is not anticipated it will have a material adverse impact on the student populations of the school district within the City. The Project includes the renovation and rehabilitation of 3 residential apartment units, but the apartments are one- and two-bedroom apartments marketed towards and occupied by young professionals. The size and location of the apartments will not likely attract many families with children. The school district should have the capacity to handle any minimal population increase.

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits of the Project appear to outweigh the costs.

8C., 8D., 8E. REDEVELOPMENT AGREEMENT, RESOLUTIONS

Mr. Willis presented the Redevelopment Agreement. He stated the Project consists of the renovation, redevelopment, and improvement of the existing historic building on the Project Site into a mixed-use building offering first floor commercial space and first and second-floor residential apartment units, as well as public improvements.

The Effective date will be January 1, 2021.

The minimum Project Valuation will be \$184,975, with a completion date of December 31, 2021. The TIF indebtedness will be \$17,324 with an interest rate set at 5.0% and the CRA shall capture the Tax Increment for a total period not to exceed fifteen years.

The Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen year period commencing on the effective date without the prior written consent of the CRA.

The Redeveloper will be required to certify \$76,020 in eligible expenses upon Project completion.

Mr. Willis stated the Planning Commission and CRA unanimously recommended

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approval of the TIF Project.

Mayor Eickmeier opened the public hearing. Hearing no public comment, Mayor Eickmeier closed the public hearing.

City Administrator Butcher stated the Seward Community Chamber & Development Partnership submitted a letter of support for the project and for TIF funding.

Councilmember Schmit introduced the following resolution:

**RESOLUTION #2020-19**

(Redevelopment Plan Amendment - 647 Seward Street Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING A SPECIFIC REDEVELOPMENT PROJECT.**

RECITALS

Y. The Community Redevelopment Authority of the City of Seward ("CRA") has recommended that the Redevelopment Plan for the City of Seward (the "Redevelopment Plan"), a copy of which is on file and available for public inspection with the City Clerk, should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified and legally defined in said amendment (the "Project Site").

Z. The proposed amendment to the Redevelopment Plan ("Redevelopment Plan Amendment") is on file and available for public inspection with the Seward City Clerk.

AA. The Redevelopment Plan Amendment includes a redevelopment project identified as the 647 Seward Street Redevelopment Project (the "Project") that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

BB. The CRA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Seward.

CC. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.

DD. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

EE. On March 17, 2020, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

FF. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), as follows:

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- 19. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
- 20. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
- 21. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.
- 22. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Seward.
- 23. The Project would not be economically feasible without the use of Tax Increment Financing.
- 24. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of Seward.

Councilmember Schmit moved, seconded by Councilmember Wilken, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit  
 Nay: None  
 Abstain: Hendrix  
 Absent: None. Motion carried.

Dated this 17<sup>th</sup> day of March, 2020.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Councilmember Schmit introduced the following resolution:

**RESOLUTION #2020-20**

(Redevelopment Agreement - 647 Seward Street Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND AUTHORIZING THE COMMUNITY REDEVELOPMENT AUTHORITY TO ENTER INTO SAID AGREEMENT.**

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended (the "Act"), the City of Seward, Nebraska ("City"), has adopted a redevelopment plan ("Redevelopment Plan") for certain

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portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the 647 Seward Street Redevelopment Project that will include the use of Tax Increment Financing (the "Project").

C. On March 11, 2020, the CRA approved the Redevelopment Agreement for the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the General Comprehensive Development Plan of the City, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and The 647 Seward Street, LLC, which is on file with the City Clerk and available for public inspection, is hereby approved.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CRA.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CRA of the City.

BE IT FURTHER RESOLVED that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Councilmember Schmit moved, seconded by Councilmember Wilken, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit  
Nay: None  
Abstain: Hendrix  
Absent: None. Motion carried.

Dated this 17<sup>th</sup> day of March, 2020.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

9. PUBLIC HEARING - 7:00 P.M. - PRESENTATION AND DISCUSSION OF FUNCTIONING AND PROGRESS OF THE SEWARD ECONOMIC DEVELOPMENT PLAN

City Administrator Butcher presented the Citizen's Advisory Review Committee for the LB 840 Economic Development Plan semi-annual review report. He stated the Committee met on February 18, 2020 to review the functioning

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and progress of the Plan. They reviewed the general ledger and cash flows. The Committee deems the Economic Development Plan is operating as intended, conforming to state statute and all transactions listed in the financial reports appeared to be appropriate. There were no concerns or comments.

Mayor Eickmeier opened the public hearing. Hearing no public comments, Mayor Eickmeier closed the public hearing.

Councilmember Schmit moved, seconded by Councilmember Singleton, that the Citizens Advisory Review Committee for the LB 840 Economic Development Plan Semi-Annual Review Report dated February 18, 2020, be accepted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

#### **ADMINISTRATIVE ITEMS**

##### **1. AMENDMENT TO THE LETTER AGREEMENT FOR PROFESSIONAL SERVICES WITH OLSSON FOR PROVIDING PROFESSIONAL SERVICES AT HIGHWAY 15 TURN LANE IMPROVEMENTS PROJECT IN THE SEWARD RAIL CAMPUS AREA**

City Administrator Butcher stated the agreement with Olsson is for Professional services including lane staking, testing, and on-site construction at the Highway 15 Turn Lane improvements project in the Seward Rail Campus area. Former City Engineer Jake Vasa will also be assisting on this project oversight.

Councilmember Schmit moved, seconded by Councilmember Singleton, that the letter agreement with Olsson for providing professional services for the Highway 15 Turn Lane Improvements Project in the Seward Rail Campus be approved.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

##### **2. UPDATED JOB DESCRIPTIONS FOR GOLF SHOP MANAGER, GOLF SHOP SEASONAL EMPLOYEE AND SUMMER SEASONAL LABORER**

City Administrator Butcher commented that due to the intent to obtain a liquor license at the Seward Community Golf Course, job descriptions for employees working at the golf course needed to be updated to include the handling, service and sale of alcohol. This includes the Golf Shop Manager and Golf Shop Seasonal Employee. The Summer Seasonal Laborer job description is updated to the format of other job descriptions in Public Properties Maintenance.

Councilmember Schmit moved, seconded by Councilmember Kolterman, that the updated job descriptions for Golf Shop Manager, Golf Shop Seasonal Employee and Summer Seasonal Labor be approved.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

##### **3. AMENDING THE COMPREHENSIVE PAY PLAN, AMENDING THE PAY LINE FOR GOLF SHOP MANAGER**

City Administrator Butcher stated that since it is the intent of the City to obtain a liquor license at the Seward Community Golf Course and since the City recommended the Golf Shop Manager be the City's liquor license manager,

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it is recommended to amend the pay line to be in line with the Assistant Recreation Director.

Ordinance No. 2020-10 amending the Comprehensive Pay Plan, amending the pay line for the Golf Shop Manager was adopted.

Councilmember Schmit moved, seconded by Councilmember Kolterman, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving: **Ordinance No. 2020-8**, "AN ORDINANCE TO APPROVE THE FINAL PLAT ENTITLED "WALMART SUBDIVISION, NORTH ADDITION, A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER, SECTION THIRTY-THREE, TOWNSHIP ELEVEN NORTH, RANGE THREE EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA" AS HEREINAFTER SET FORTH, LOCATED WEST OF HIGHWAY 15; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR AN EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM"; **Ordinance No. 2020-9**, "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO C-2 HIGHWAY COMMERCIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND EAST OF HIGHWAY 15 AND NORTH OF WALMART; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT"; and, **Ordinance No. 2020-10**, "AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO AMEND THE TITLE OF SUMMER SEASONAL LABORER AND TO AMEND THE PAY LINE OF GOLF SHOP MANAGER; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT", be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska", and that said separate and distinct volume be incorporated in and made a part of these proceedings and the same as though it were spread at large herein.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

4. RESOLUTION ESTABLISHING RATES FOR RENTAL OF THE SEWARD COMMUNITY GOLF COURSE CLUBHOUSE DINING ROOM/KITCHEN

City Administrator Butcher stated the City received requests to rent the Seward Community Golf Course Clubhouse dining area and kitchen. Administration is proposing \$100/day for the dining area and \$150/day for the dining and kitchen area use combined. He stated the City would promote the use via club membership and social media.

Councilmember Schmit introduced the following resolution:

RESOLUTION NO. 2020-20

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution fix the amount of Park, Recreation, Golf Course, Camping, and Cemetery fees, and

WHEREAS, it is deemed advisable to establish Park, Recreation, Golf Course, Camping, and Cemetery fees;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA THAT:

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The amount of Park, Recreation, Golf Course, Camping, and Cemetery fees shall henceforth be and are hereby fixed as follows to be in full force and effect on and after date of passage:

**Seward Youth Sports Programs:**

Baseball	\$ 35.00
Basketball	\$ 30.00
Soccer	\$ 30.00
Softball	\$ 35.00
Volleyball	\$ 30.00
Volleyball (Adult)	\$ 35.00
Wrestling	\$ 20.00
Flag Football	\$ 30.00
Tackle Football	\$ 35.00
Tennis	\$ 25.00

**Seward Dowding Swimming Pool:**

Adult (18-54)	\$ 5.00 per day
Youth (3-17)	\$ 4.00 per day
Senior (55-64)	\$ 4.00 per day
Senior (65+)	FREE
Age 2 & Under	FREE
Individual Annual Pass	\$ 75.00
Family Annual Pass	\$150.00
Season Exercise Pass	\$ 55.00
10 Class Water Exercise Punch Card	\$ 30.00
Pre-K & Parent Swim Lesson session	\$ 25.00 per session
Group Swim Lesson session	\$ 40.00 per session
Private Swim Lesson session	\$ 80.00 per session
Rental Fee	\$300.00

**Seward Recreation Facilities:**

Sports Complex Concession Stand

One Day Rental	\$150.00
Two Day Rental	\$250.00
Three Day Rental	\$300.00
Damage Deposit (To be returned or subtracted from total rental fee if stand is cleaned and no damage has occurred).	\$100.00

Plum Creek Park Softball Concession Stand

One Day Rental	\$ 75.00
Two Day Rental	\$125.00
Three Day Rental	\$150.00

Cattle Athletic Training Facility

Seward Based Team Registration (per season)	\$300.00 (Dec 1 to May 1)
Non-Seward Based Team Registration	\$100.00 per hour
Private Instruction (1 per week)	\$ 25.00 per hour
Weekday Use 7:00 a.m. to 4:00 p.m.	\$ 10.00 per hour

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Prime Time Use Weekdays 4:00 p.m. to 10:00 p.m.	
Building (Team/Group)	\$ 20.00 per hour
Batting cage (individual)	\$ 10.00 per hour

**Seward Community Golf Course:**

	<u>Daily Green Fees</u>	
9 Holes (Including Tax)		\$ 19.00
18 Holes (Including Tax)		\$ 26.00

	<u>Annual Golf Fee</u>	
Single		\$600.00
Family		\$775.00
Age 19-25		\$275.00
Grade/High School		\$150.00

	<u>Daily Golf Cart Rental Per Player</u>	
9 Holes (Including Tax)		\$ 7.00
18 Holes (Including Tax)		\$ 11.00

	<u>Annual Golf Cart Lease</u>	
Single		\$300.00
Family		\$400.00

	<u>Annual Golf Cart Storage With Trail Fee</u>	
Gas Cart (Does not include gas)		\$375.00
Electric Cart		\$400.00

	<u>Daily Trail Fee Only</u>	
Cart Stored Off-Site		\$ 10.00

	<u>Annual Trail Fee Only</u>	
Cart Stored Off-Site		\$200.00

	<u>Miscellaneous</u>	
Annual Locker Rent		\$ 35.00
Annual Single Driving Range Pass		\$150.00
Annual Single Driving Range Without Season Pass		\$200.00
Annual Family Driving Range Pass		\$225.00
Annual Family Driving Range Without Season Pass		\$275.00
Junior Rate (High School or Younger)		\$100.00

Driving Range Bucket of Golf Balls (Including Tax)		
Small Bucket	\$	4.50
Medium Bucket	\$	6.50
Large Bucket	\$	8.50

	<u>Clubhouse Dining Room/Kitchen Rental</u>	
Dining Room Only		\$100.00 per day
Dining Room & Kitchen		\$150.00 per day

**Seward Blue Valley Campground:**

Camper Unit	\$ 15.00 per night
Senior Citizens (65+)	\$ 10.00 per night
Tent Unit	\$ 7.00 per night

**Maximum length of stay is 14 consecutive days with a 48 hour interim between visits.**

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**Seward Cemeteries:**

<u>Burial Space Fees</u>	
Adult Space	\$600.00
Infant Space (under 2 yrs old)	\$200.00
<u>Grave Opening and Closing Fees</u>	
Adult Traditional	\$600.00
Adult Cremation	\$300.00
Infant Traditional/Cremation (under 2 yrs old)	\$275.00
<u>Monument and Marker Fees</u>	
Stone Setting	\$ 75.00 per
setting	
<u>Miscellaneous Fees</u>	
Perpetual Care	25% of burial
space	
Saturday Funeral Closing	\$300.00
Sunday and Holiday Funeral Closing	\$500.00
Sunday and Holiday Grave Opening	\$290.00/hr (2 hr
minimum)	
Overtime Incurred (After 4:00 p.m.	\$100.00/hr
Deed Transfer	\$100.00
Scattering of Ashes in Designated Area	\$ 75.00
Entering a Name on Cemetery Records	\$ 75.00
(See Rules and Regulations)	

Transferring of a space will be made at the discretion of the City after a request is reviewed and payment is received.

Holidays in which the City will provide services for an additional fee: Martin Luther King Jr. Day (third Monday in January), Labor Day (first Monday in September), and Veterans Day (November 11).

Holidays in which no services or openings will be conducted: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

Resolutions 2020-5 and all previous resolutions in conflict with this resolution are hereby revoked.

Councilmember Schmit moved, seconded by Councilmember Wilken, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None

Absent: None. Motion carried.

The Mayor declared the resolution adopted.

Dated: March 17, 2020

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

March 17, 2020

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Bonnie Otte  
Asst Administrator/Clerk-Treasurer  
Budget & HR Director

(SEAL)

5. ANNOUNCEMENT OF UNALLOCATED DOWNTOWN REVITALIZATION GRANT (DTR) FUNDS, OPENING PROCESS AND ACCEPTANCE OF ADDITIONAL APPLICATIONS FOR FUNDING, AND SETTING AN APPLICATION DEADLINE OF APRIL 8, 2020.

City Administrator Butcher stated there are unallocated funds available from the Downtown Revitalization Grant (DTR) Funds and it is in the best interest of the City and the business community to reopen the application process for use of the funds, prior to using the funds for downtown sidewalks and public improvements.

Councilmember Schmit moved, seconded by Councilmember Hendrix, to open an additional application cycle for the unallocated Downtown Revitalization Grant (DTR) Funds. The application process will be communicated to the public by posting at Seward City Hall, Seward County Courthouse, Municipal Building, Seward Memorial Library, City Social Media sites, and distributed through the Seward Community Chamber and Development Partnership business contact list. Applications will be available at City Hall as well as Seward Community Chamber and Development Partnership. The submission deadline will be April 8, 2020. All submitted applications will be reviewed by the DTR Committee, who will make project funding recommendations to the Seward City Council, with the City Council making the final awards.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

**REPORTS**

1. CITY ADMINISTRATOR'S REPORT

City Administrator Butcher stated the City is working on pandemic processes for the past ten days and continue to handle the situation as it develops. He stated the City's priority is to provide the essential services of electricity, water, wastewater, police and fire services. He stated the City closed the largest gathering areas (Senior Center, Library, Civic Center) and will move forward with closing the municipal buildings to public access. The Senior Center continues to serve meals through pickup or delivery. The library has a drive through window open and are handling book pick-up and drop-off. Utility customer payments are handled via on-line service, mail-in or drop off at a utility box. All buildings have signage with instructions and phone numbers for service. The City will be moving toward an emergency declaration, which allows for Federal emergency funding.

Councilmember Schmit moved, seconded by Councilmember Singleton, that City Administrator Butcher's report of March 17, 2020 be accepted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

March 17, 2020

MOTION TO ADJOURN

Councilmember Schmit moved, seconded by Councilmember Singleton, that the March 17, 2020 City Council Meeting be adjourned.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: None. Motion carried.

THE CITY OF SEWARD, NEBRASKA

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Joshua Eickmeier, Mayor

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Bonnie Otte  
Assistant Administrator  
Clerk-Treasurer  
Budget & Human Resources Director

DRAFT

March 17, 2020

The Seward City Council, met for a special meeting at 7:00 p.m., on Wednesday, March 25, 2020, via conference call, allowed under State of Nebraska, Governor Pete Ricketts, Executive Order No. 20-03 (Corona Virus - Public Meetings Requirement Limited Waiver), dated March 17, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Ellen Beck, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: None. Other officials present: City Attorney Kelly Hoffschneider attended via conference call.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Seward County Courthouse, Municipal Building, and Seward Memorial Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted on the front glass of the Municipal Building and copies are available where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen participating in the conference call wishing to address the Council, should state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. The City of Seward reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

ADMINISTRATIVE ITEMS

1. ORDINANCE ANNEXING WALMART SUBDIVISION, NORTH ADDITION, LOTS 2 & 3 TO THE CITY OF SEWARD (SECOND READING)

Mayor Eickmeier read Ordinance No. 2020-7 by title: "AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY LOTS 2 & 3, WALMART SUBDIVISION, NORTH ADDITION TO THE CITY OF SEWARD, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT." This was the second reading of required three readings. No action was taken.

2. RESOLUTION SUSPENDING UTILITY LATE FEES, DISCONNECTS AND DISCONNECT FEES UNTIL MAY 31, 2020 AS RELATED TO COVID-19 CORONAVIRUS

Councilmember Kolterman introduced the following resolution:

RESOLUTION NO. 2020-22

WHEREAS, the COVID-19 coronavirus has impacted many aspects of everyday life;

March 17, 2020

WHEREAS, COVID-19 has had a negative economic impact on the citizens and businesses of the City of Seward and will continue to do so for weeks or months to come;

WHEREAS, in order to assist and support citizens during the Covid-19 pandemic, the temporary suspension of City of Seward electric, water, and sanitary sewer disconnects and late fees is a needed policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA THAT:

1. The City of Seward hereby suspends utility late fees on payments beginning with the March 25, 2020 billing cycle and all disconnects and associated disconnect fees until May 31, 2020.
2. This resolution and policy described herein may be extended by a simple majority vote of the elected members of the Seward City Council.
3. The City of Seward will assist customers to make payment arrangements, so that customers do not get further behind on monthly utility payments.

Councilmember Schmit moved, seconded by Councilmember Kamprath, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

The Mayor declared the resolution adopted.

Dated this 25th day of March, 2020

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator/  
Clerk-Treasurer/  
Budget & Human Resource Director

(SEAL)

**REPORTS**

**1. CITY ADMINISTRATOR'S REPORT**

City Administrator Butcher provided an oral update on the City's preparations and responses to date on the COVIC-19 pandemic.

Councilmember Beck moved, seconded by Councilmember Kolterman, that City Administrator Butcher's oral report of March 25, 2020 be accepted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: None. Motion carried.

March 17, 2020

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Miller, that the March 25, 2020 City Council Special Meeting be adjourned.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: None. Motion carried.

THE CITY OF SEWARD, NEBRASKA

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Joshua Eickmeier, Mayor

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Bonnie Otte  
Assistant Administrator  
Clerk-Treasurer  
Budget & Human Resources Director

DRAFT

## CLAIMS LIST

4-7-20

## COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Gu, Ground Upkeep; Inv, Inventory; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements, Gu, Grounds Upkeep.

Alarmlink Usa	Bu	383.40
Altec Industries Inc	Su	175,906.38
Amazon.Com Credit Service	Su	658.89
American Fence Co Lincoln	Ci	7,295.00
Baker & Taylor	Su	1,750.40
Baldinger Charlotte	Mi	40.25
Benes Service	Su	353.16
Blue Cross Blue Shield Ne	Ins	50,298.07
Bluestem Network LLC	Se	100.00
Bode, Adam	Ex	90.00
Border States Industries	Re, Su, Ci	32,155.22
Bork Ronald / Marilyn	Misc	25.33
Bruning State Bank	Golf Cart Lease	2,860.00
Burlington Northern Santa	Fees	517.85
Callaway Golf	Merchandise	924.00
Campbell Cleaning	Se	1,200.00
Capital Business-Dallas	Eq	1,028.90
Caterpillar Financial	Eq Lease	1,134.92
Cedar Falls Public Lib	Ex	20.00
Chase Card Service		6,656.99
AMZN Mktplace	Su, Eq, Bu	600.12
Walmart	Su, Bu, Re, Meals	602.51
Harbor Freight	Su	197.28
Sherwin Williams	Bu	330.08
Ohio Power Tool	Tools	777.66
Lou & Mary Annes Bar	Meals	172.70
Fort Tuff	Un	721.94
Paypal*Bzdurski Ebay	Tools	73.83
SamsClub	Su, Meals	562.81
Runza	Meals	149.17
Super Saver	Meals, Su	15.90
GoDaddy.com	Ex	559.96
Ehlers Electronics	Eq	134.88
Pac N Save	Su	65.36
Talech	Ex	67.00
MSFT	Ex	105.94
Amazon.com	Su	575.70
Lancastercoextension	Trng	47.00
Wilson Sporting goods	Re, Su, Ci	398.56
Uline Ship Supplies	Re, Su, Ci	112.97
Blackburn Mfg	Gu	121.39
American Legion Emblem	Su	27.66
Ni State Payport	Bu	76.87
Interstate All Battery	Bu	24.70
Intl Code Council	Dues	135.00
Chelewski Kent	Ex	60.00
City Seward Electric Fund	Ut	32,197.10
City Seward Library Petty	Su	262.88
City Seward Payroll Accou	Payroll	135,211.08
Coast To Coast Solutions	Un	95.19

Commonwealth Electric Co	Ci	8,381.00
Core Robert	Ex	90.00
Crooked Creek Golf Club	Su	150.00
Danko Emergency Equipment	Eq, Tools	2,020.77
Duer Bryan	Ex	90.00
Dworak Tim	Ex	90.00
Eakes Office Solutions	Su, Un	40.83
Emergency Medical Product	Su	1,700.41
Environmental Resource	Se	636.17
Farmers Coop Seward	Su	7,020.00
Fastenal Company	Su, Gu, Bu	895.46
Fisher Zachary G	Ex	90.00
Galls LLC	Su, Un	226.41
General Fire & Safety Eq	Bu	287.00
Gerhold Concrete Co Inc	Su, Re	1,187.25
Great Plains Communication	Se	586.00
Hach Company	Su	3,000.00
Hans Jared	Ex	90.00
Hansen Dan	Ex	90.00
Hartmann Custom Service C	Ci	1,410.00
Herald Cody	Ex	90.00
Hireright LLC	Se	104.93
Hobson Automotive & Tire	Re	604.30
Hoffschneider Law Pc LLO	SE	5,121.20
Husker Electric Supply Co	Inv, Su, Ci	5,833.09
Jackson Services Inc	Su	137.32
Jacobsen Rock & Gravel	Su	3,173.02
Janicek Gary M	Ex	90.00
John Henry's	Re	75.00
Jones Automotive	Ex	110.00
Kahler Daniel S	Ex	90.00
Kocian Tyler	Ex	90.00
Konica Minolta Business	Su	19.72
Kramer Alanna	Refnd	60.00
Krueger William Kent	Misc	500.00
Last Mile Network Consult	Se	90.00
Lincoln Tree Service Inc	Se	5,500.00
Lincoln Winwater Works	Su	246.10
Matheson Tri-Gas Inc	Su	15.18
Mcbride Trucking & Excav	Su, Re	705.38
Mcvicker Auto Trim/Tops	Re	150.00
Menards North	Bu, Su	171.41
Mid-American Benefits Inc	Ins	592.37
Midwest Service & Sales	Re	431.00
Midwest Turf & Irrigation	Re	91.72
Miers Robert M	Ex	90.00
Murphy Tractor & Equip	Re	1,927.90
Nebraska D A S Acct OCIO	Se, Ex	231.00
Nebraska Equipment Inc	Re, Su, Gu	161.92
Nebraska Health Environment	Se	353.00
Nebraska Society Cert	Dues	145.00
Nifco Mechanical Systems	Ins	200.00
Norris Public Power Dist	Ut	1,905.26
O C L C Inc	Se	208.30
Oborny Tanner	Ex	90.00
O'Keefe Elevator Co Inc	Ma	2,020.05
O'Kief John F	Ex	90.00
O'Reilly Automotive Inc	Re, Ma	40.71
Orscheln Farm & Home	Gu, Bu, Re, Su, Tools	328.45
Pedersen Brent	Ex	90.00

Plains Equipment Group In	Re	137.99
Plunkett's Pest Control	Bu	61.61
Policky Brandon A	Ex	90.00
Pollak Cody	Ex	90.00
Pollak Douglas W	Ex	90.00
Precision Tool & Machine	Su	22.00
Principal Financial Group	Ins	2,201.08
Quill Corp	Su	501.52
Range Servant America Inc	Eq	5,581.15
Rathjen Shad	Ex	90.00
Richtig Tim L	Ex	90.00
Rouse Stephanie	Misc	50.00
Sam's Club (Lib-Rec-Pool)	Bu	40.56
Sargent Drilling Inc	Se, Gu	1,056.80
Science Tellers	Misc, Ex	325.00
Seward County Chamber & D	Ex	291.55
Seward County Treasurer	Vehicle Sales Tax	12,315.64
Short Elliott Hendrickson	Se	3,504.11
Skinner Melanie	Refnd	35.00
Smith Michael	Ex	90.00
Suhr & Lichty Insurance A	Ins	533.00
Time Warner Cable	Se	700.35
Total Tool Supply Inc	Tools	1,423.23
Ty's Outdoor Power & Serv	Re	75.54
U S Cellular	Se	214.19
Utica Baseball	Fees	250.00
Verizon Wireless	Se	300.77
Visa - Pinnacle Bank		721.65
Pla Virtual Conference	Trng	275.00
Collaborative Summer		107.60
Harlequin	Su	43.39
Neplibassoc	Trng	35.00
Bluestem Network	Se	100.00
Walmart	Su	30.74
Valentinos	Ex	29.96
Dollar General	Su	75.00
SamsClub	Su	24.96
Watson Wendell B	Ex	90.00
Wesco Distribution Inc	Ci	700.85
Wildlife Encounters	Ex, Misc	425.00
Wynegar Ann	Refnd	35.00
Zeigler Terry	Misc	50.00
Zero9 Holsters	Eq	257.15
	CLAIMS TOTAL	\$544,062.88

ORDINANCE NO. 2020-

**AN ORDINANCE TO ADOPT DIRECTED HEALTH MEASURES; TO HELP PREVENT, LIMIT, OR SLOW THE SPREAD OF THE NOVEL CORONAVIRUS (COVID-19) AMONG THE CITIZENS OF THE CITY OF SEWARD; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND, TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

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

Section 1. On March 20, 2020, the Mayor of the City of Seward declared an emergency related to the Novel Coronavirus (COVID-19) as an infectious disease within the State of Nebraska.

Section 2. Pursuant to Neb.Rev.Stat. 16-314 the Mayor may recommend measures thru ordinance(s) for the improvement of the health of the City and enforcement of health or quarantine regulations.

Section 3. The City Council has authority under Section 72-1.12 of the Seward Municipal Code to adopt ordinance(s) as may be necessary or expedient to promote the public health and safety and the general interests and welfare of its citizens.

Section 4. The City Council has determined it is in the best interest for the City to adopt the following Directed Heath Measures and finds it necessary in order to effectively prevent, limit, or slow the spread of the Novel Coronavirus (COVID-19) among the citizens of the City of Seward.

Section 5. The following Directed Health Measures are hereby ordered for the City of Seward on April 8, 2020 at 8:00 a.m. and continuing until May 6, 2020 unless renewed, extended or terminated by subsequent order, and all persons are ordered to comply:

1. Gatherings are hereby prohibited.

Gatherings are defined as any event or convening that brings together more than ten (10) patrons, customers, or other invitees, excluding staff, in a single room or single space at the same time, including but not limited to, a school, daycare facility (including in-home facilities), gymnasium, fitness center, auditorium, stadium, arena, large event conference room, meeting hall, theater, library, or any other confined indoor or confined outdoor space.

Gatherings includes but is not limited to weddings, funerals, parades, fairs, festivals, and concerts; or any event or convening with ten (10) or fewer patrons, customers, or other invitees where a minimum distance of six (6) feet between all individuals cannot be maintained in the venue. This includes, but is not limited to, tattoo parlors, massage parlors, barber shops and beauty/nail salons.

If a venue is subdivided into multiple spaces separated by either physical walls or sufficient airspace each subdivided area may contain up to ten (10) patrons, customers or other invitees, excluding staff.

2. This Ordinance shall not apply to courts of law, meetings or sessions of the Nebraska Legislature, or operations of any other political subdivision; medical providers or facilities, pharmacies;

public utilities, essential federal, state, county, and city operations, continuity of business operations; logistics/distribution centers; congregate living settings; group homes and residential drug and/or mental health treatment facilities; shelters; public transportation; airport travel; necessary shopping at fuel stations, grocery stores, retail stores, or malls; election offices; polling places on an election day; or to dwelling units housing more than ten (10) related people. However, these excepted settings shall, to the extent possible, observe physical distancing practices by providing for the maintaining of at least six (6) feet of separation between individuals and all other applicable local, states, and federal guidelines for disease prevention and disinfection of surfaces.

Failure to comply with this Ordinance will result in legal action for enforcement by civil and/or criminal remedies.

Any person who violates this Ordinance shall be deemed guilty of a violation. The penalty for such violation shall be an amount not to exceed \$500 for any one offense, recoverable with costs, and in default of said payment the offender shall stand committed to the County Jail until such fine and costs are paid. Each period of 24 hours during or on which a violation occurs or continues shall be deemed a separate offense.

In addition to any penalty sought or obtained under this Ordinance or other applicable law, the City may institute injunctive or other appropriate civil proceedings necessary to obtain compliance or to abate any nuisance resulting from violations in this Ordinance.

Section 6. Emergency Declaration; Pamphlet Form; Publication, When Operative. Due to the potential impending danger of COVID-19 and pursuant to Neb.Rev.Stat. 16-405, the Mayor hereby proclaims that this Ordinance requires immediate operation upon publication of this ordinance. This ordinance shall be published in pamphlet form and shall be in full force and effective upon first publication and shall be entered of record on the Clerk's minutes per Seward Municipal Code §§ 72-1.7.

Passed and approved this \_\_\_\_\_ day of April, 2020.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Bonnie Otte, City Clerk

(SEAL)



CITY OF SEWARD NEBRASKA  
537 MAIN ST  
PO BOX 38  
SEWARD, NE 68434-0038

PH: 402-643-2928  
FAX: 402-643-6491

### CLAIM FORM

#### CONTACT INFORMATION

Name: KEVAN STEPP Home Phone: (402) 643-3816  
Address: 1038 MAIN ST. SEWARD, NE Business Phone: (402) 643-2300  
Date & Time of Incident: MAY 2, 2019 Cell Phone: (402) 641-6451  
Location of Incident: 2609 PINE ROAD Email: \_\_\_\_\_  
Type of Incident:  Injured Person  Property Damage  Automobile Accident (Check all that apply)

#### INJURED PERSON

Occupation: \_\_\_\_\_ Employed by: \_\_\_\_\_  
Did you see a doctor? Yes  No  Doctor's Name: \_\_\_\_\_  
Were you hospitalized? Yes  No  Hospital: \_\_\_\_\_  
Describe incident (nature & extent of injury): \_\_\_\_\_  
\_\_\_\_\_  
Any Witnesses? \_\_\_\_\_

#### PROPERTY DAMAGE

List Property Damaged: WEST DRIVEWAY & EAST AND WEST LAWN  
Age of damaged property: 10 MONTHS Estimated cost of repair: \_\_\_\_\_  
How was the property damaged? DUG UP TO REPAIR MAIN WATER LINE  
\_\_\_\_\_  
\_\_\_\_\_

#### AUTOMOBILE ACCIDENT

Driver, if other than owner: \_\_\_\_\_  
Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Estimated cost of repair: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Vehicle: (year, make, model) \_\_\_\_\_ Police Notified? Yes  No   
Your description of the accident: \_\_\_\_\_  
\_\_\_\_\_

#### INSURANCE INFORMATION

Amount of Claim: \_\_\_\_\_ **(COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM)**  
Your Insurance Company: \_\_\_\_\_ Your Insurance Agent: \_\_\_\_\_  
Insurance Company Phone: \_\_\_\_\_ Insurance Agent Phone: \_\_\_\_\_  
Did you report a claim? Yes  No  Did you receive payment? Yes  No  Deductible: \_\_\_\_\_

#### ADDITIONAL INFORMATION

Any other pertinent information: (write on back if more space needed) OTHER SIDE (BACK)  
\_\_\_\_\_  
Explain why you feel the City of Seward is responsible: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF CLAIMANT: Kevan Stepp DATE: 3-17-20

**Acceptance of this form by the City of Seward is not an admission of liability.** UPDATED  
By affixing your signature above you are affirming that the above statements are true and accurate. 04/22/2019

*recd 3/20/20*

THE CITY OF SEWARD SEARCHED FOR A WATER LEAK ACROSS MY WEST DRIVE FOR APPROXIMATELY 110 FEET ONLY TO FIND THE LEAK CLEAR ON THE WEST END! IN THE PROCESS THEY WENT TO FAR SOUTH ONLY TO BREAK MY CULVERT IN HALF, WHICH THEY DID REPAIR. AFTER THEY FIXED THE LEAK, THEY FILLED THE HOLE WITH ALL THE SLOPPY MUD THAT THEY DUG OUT! WHICH WAS MISTAKE, THE DRIVE REMAINS SOFT TO THIS DAY! BECAUSE OF THE MUD FILL & IMPROPER ROCK SIZE, NEXT THEY BROUGHT IN DIRT TO REPAIR THE GRASS, AGAIN WHICH WAS NOT ENOUGH DIRT, THEN ON JULY 10, 2019 THEY PLANTED GRASS, WHICH I SAID I WOULD NOT PAY TO WATER! WHO IN THERE RIGHT MIND WOULD PLANT GRASS IN NEBRASKA IN JULY WITH NO WATER! PRIOR TO KNOWING ABOUT THE WATER LEAK I PUT DOWN \$500.00 WORTH OF ROCK, AND I TOLD THEM IF THEY WERE GOING TO DIG ACROSS MY DRIVE TO SCRAPE & SAVE THE ROCK, WHICH WAS IGNORED! I HAVE ALSO SENT SOME PHOTOS WHICH ARE DATED FROM THE WHOLE PROCESS OF THE POOR REPAIR OF THE DRIVE & GRASS REPAIR!

THANKS,

KEVAN STEPP

SEWARD MACHINE & TOOL



MAY 2, 2019



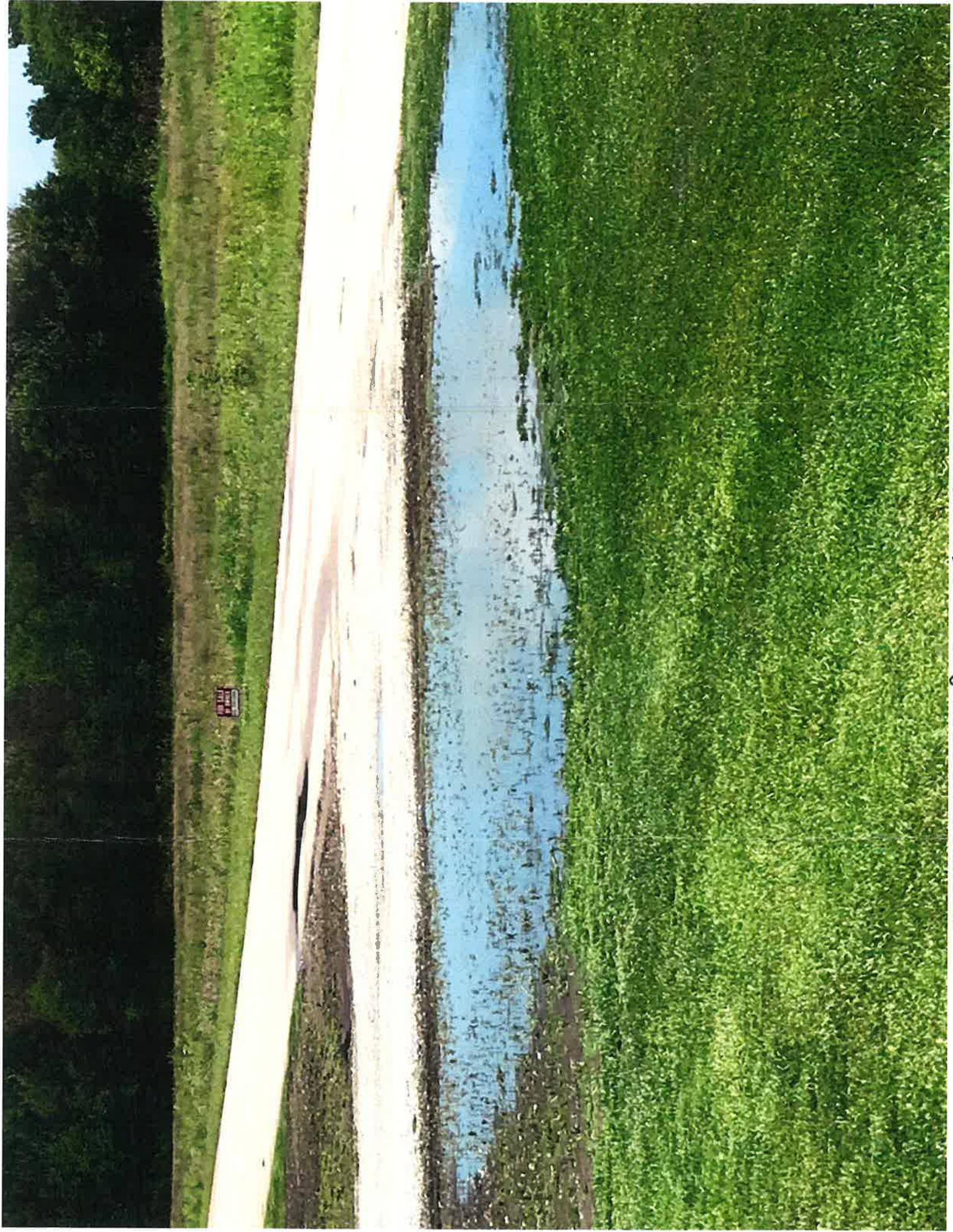
MAY 2, 2019



AUGUST 7, 2019



AUGUST 15, 2019



AUGUST 15, 2019



OCTOBER 9, 2019



MARCH 9, 2020

Return to:  
City of Seward  
Bonnie Otte  
537 Main St  
Seward, NE 68434

ORDINANCE NO. 2020-

AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY Lots 2 & 3, Walmart Subdivision, North ADDITION TO THE CITY OF SEWARD, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. TERRITORY ANNEXED; DESCRIPTION. The following described property, having been petitioned for annexation by all of the property owners of said property, is annexed to the corporate limits of the City of Seward, as follows:

Lots 2, & 3, Walmart Subdivision, North Addition, A subdivision of a portion of the Southwest Quarter, Section Thirty-Three, Township Eleven North, Range Three East of the Sixth Principal Meridian, City of Seward, Seward County, Nebraska.

Section 2. CORPORATE LIMITS EXTENDED. The corporate limits are hereby extended to include the territory described in Section 1 of this Ordinance as part of the corporate limits of the City of Seward, Nebraska, as the same is designated, and hereby shall be part of and annexed to the City of Seward, Seward County, Nebraska.

Section 3. FILING AND RECORDING. A certified copy of this Ordinance declaring such annexation under the Seal of the City of Seward, Nebraska, shall be filed with the office of the County Clerk of Seward County, Nebraska.

Section 4. BENEFITS TO INHABITANTS. The inhabitants of the above described territory as set forth in Section 1 of this Ordinance, annexed to the corporate limits of the City of Seward Nebraska, shall receive substantially the benefits of all other inhabitants of the City and such inhabitants shall be subject to the Ordinances and Regulations of the City of Seward, Nebraska.

Section 5. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication as provided by law and city ordinance.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF SEWARD, NEBRASKA,

\_\_\_\_\_  
Joshua Eickmeier, Mayor

ATTEST:

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator/  
Clerk-Treasurer/  
Budget & HR Director

## Agreement for Professional Services

This Agreement is effective as of March 11, 2020, between City of Seward, Nebraska (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Wastewater Treatment Facility Effluent Piping Relocation**.

**Client's Authorized Representative:** Greg Butcher, Administrator

**Address:** 537 Main Street  
Seward, NE 68434

**Telephone:** 402.643.2928      **email:** Greg.Butcher@CityofSewardNE.gov

**Project Manager:** Colin Marcusen

**Address:** 1200 25<sup>th</sup> Avenue South, PO Box 1717  
St. Cloud, MN 56302-1717

**Telephone:** 320.229.4359      **email:** cmarcusen@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The proposed engineering services consist of preparing plans and specifications and providing bidding assistance for the project as described in this Agreement. The project will also include procurement of permits necessary to complete the work or preparation of permit applications to be submitted by the contractor at the time of construction. Relocation of the effluent piping will allow the wastewater treatment facility (WWTF) to have higher effluent ammonia limits in the future.

### **Task 1.0: Project Management** (throughout Design and Bidding Phases)

- Prepare a project management plan (PMP) as necessary to convey the requirements and goals for the design to the project design team.
- Establish and maintain effective project communications with City, design staff, and review agencies.
- Provide weekly status updates to the City.
- Coordinate the work of team members.
- Update the project schedule.
- Review deliverables prior to submittal to the City and review agencies.

### **Task 2.0: Preliminary and Final Design**

- Prepare detailed plans, specifications, and contract documents for the WWTF Effluent Piping Relocation.
- Conduct one site visit meeting with City staff to review 50% plans, specifications, and contract documents.
- Coordination with utility companies to determine if there are any potential conflicts in the project area. SEH will rely on maps and other information provided by utility companies. SEH is not responsible for the accuracy of the information provided.
- Finalize plans, specifications, and contract documents and submit to the Nebraska Department of Environment and Energy for review, following City authorization. One meeting will be held with NDEE staff, City staff, and SEH staff, to discuss the project. SEH will respond to NDEE comments and make necessary revisions to prepare documents for bidding.

- The proposed project will consist of the following major elements:
  - Replace and raise effluent Parshall Flume and manhole structure.
  - Raise outlet elevation in UV Structure.
  - Install effluent piping from UV Structure to Parshall Flume structure to the Big Blue River.
  - Protect outlet at Big Blue River from slope erosion.
  - Bypass piping to allow for construction.
  - Demolition/removal of existing effluent piping and structures.
- This scope assumes that the City will provide as-built drawings and site survey as necessary to complete the design.
- Prepare Engineer's Opinion of Probable cost at 50% and 90% design stage.
- Deliverables:
  - SEH will provide the City with two hard copies (11 x 17) and one electronic copy of the following:
    - 50% Design Deliverable: Specification Table of Contents, 50% Plans, 50% Cost Estimate.
    - 90% Design Deliverable: 90% Specifications and contract documents, 90% plans, and 90% cost estimate for submittal to NDEE.
    - Bidding specifications and contract documents, plans, and cost estimate.
  - Comments on environmental reviews or permit applications from review agencies.

### **Task 3.0: Permitting and Easements**

- WWTF NPDES Permit Modification – Permit modification documents will be submitted with plans and specifications.
- Army Corps of Engineers Nationwide Permit – Permit application and documents will be submitted and approved prior to bidding. The permit will review discharge of water into the Big Blue River. Inclusive of this process is an investigation into the presence of wetlands at the outfall. A search of the National Wetlands Inventory showed no wetlands in the area. However, the Nationwide Permit does require a wetland delineation. A level 1, desktop review may suffice. However, if a wetland delineation in the field needs to be performed, this will be considered an additional service.
- The Long-Eared Bat, Western Prairie Orchid, and Whooping Crane potentially have habitat in the area of the project. It is not anticipated that the project will disturb any of these habitats. Additional effort to address these will be considered additional services.
- Permanent Utility Easements: The new pipe alignment will as many as two parcels of private property. SEH will develop easement exhibits and legal descriptions for up to two properties. These will be delivered to the City to allow their attorney to obtain the easements.

### **Task 4.0: Bid-Phase Services**

- Assist the City in advertising and obtaining bids for this project.
- Respond to questions from bidders.
- Issue addenda to clarify or expand upon the bidding documents, if needed.
- Attend the bid opening.
- Review bids and prepare a tabulation of bids.
- Prepare recommendation for award letter.

#### Items not included:

- This project will involve less than one acre of soil disturbance. Therefore a Construction Stormwater Permit and SWPPP are not required.
- This scope does not include preparation of an Antidegradation Review.
- City Building Permit: This project will not involve work inside of buildings and therefore a building permit is not required.
- Construction Administration, project staking, and site surveys are not part of this scope.

City Responsibilities:

- Assist in completing State, Federal, and Local permit applications.
- Pay all charges or fees required by any agency or authority having jurisdiction over the project for review of plans, specifications, and contract documents, or for obtaining permits.
- Pay fees associated with advertisement for bidding.
- Obtaining construction and/or permanent easements to accommodate the construction and installation of piping.
- Assist SEH by placing at SEH's disposal all available information pertinent to the Project.
- Guarantee access to and make provisions for SEH to enter upon lands as required for SEH to perform work in this Scope of Services.
- Give thorough consideration to all sketches, estimates, drawings, specifications, proposals, and any other documents presented by SEH and inform SEH of all decisions within a reasonable amount of time so as not to delay SEH.
- Participate in design review meetings and follow through with action items.
- Provide such fiscal, legal, accounting and insurance counseling services as may be required.
- Assist SEH in preparation of Division 00 and 01 specifications, otherwise known as the front-end specifications, in making such fiscal, insurance, and legal decisions as is necessary.

**Schedule:** SEH will commence design of the Project following authorization to proceed from the City. It is anticipated that authorization to proceed will be received by SEH by April 8, 2020. The design work will begin within two weeks after authorization to proceed from the City.

A preliminary schedule is shown below:

<b>Task</b>	<b>Tentatively Scheduled Date</b>
Authorization to Proceed	April 8, 2020
Internal Kickoff Meeting	April 20, 2020
50% Design Meeting with City staff	May 6, 2020
90% Plan Submittal To NDEE and Army Corps of Engineers (ACOE)	May 15, 2020
Approval of Design Documents by NDEE	June 26, 2020
Approval of Design Documents and Granting of Permit by ACOE	October 2020
Begin Advertisement and Bid Project	October – November, 2020
Award Bid	November 2020
Begin Construction	November 2020

**Payment:**

The lump sum fee is \$32,500 including expenses and equipment such as meals, mileage, and other travel expenses. A breakdown of the fee by task is shown below:

Task 1.0 – Project Management:	\$ 1,300
Task 2.0 – Preliminary and Final Design:	\$19,800
Task 3.0 – Permits:	\$ 8,400
Task 4.0 – Bid-Phase Services:	<u>\$ 3,000</u>
Total:	\$32,500

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

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**Short Elliott Hendrickson Inc.**

**City of Seward, Nebraska**

By:   
Colin Marcusen  
Title: Project Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Jake Vasa  
Title: Client Service Manager

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between City of Seward, Nebraska (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated March 11, 2020**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Basic Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant’s services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

### D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client’s Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V – DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



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

THIS IS AN AGREEMENT effective as of Date signed by Owner ("Effective Date") between City of Seward, Nebraska ("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:

Seward WWTP Outfall Relocation ("Project").

JEO Project Number: 200414.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**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**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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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: City of Seward

Engineer: JEO Consulting Group, Inc.

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By: \_\_\_\_\_

By: Mitch Klein P.E.

Title: \_\_\_\_\_

Title: Project Manager

Date Signed: \_\_\_\_\_

Date Signed: March 13, 2020

Address for giving notices:

Address for giving notices:

City of Seward Water-Wastewater Department

JEO Consulting Group, Inc.

1040 S. Columbia Avenue

2700 Fletcher Avenue

Seward, NE 68434

Lincoln, NE 68504

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**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**

**Project Description:**

JEO to assist the City of Seward (Owner) with the design and permitting of a Wastewater Treatment Facility (WWTF) Outfall Pipe from the current location along Plum Creek to the nearby Big Blue River. JEO to also assist the Owner with the development of an updated National Pollutant Discharge Elimination System (NPDES) permit with the Nebraska Department of Environment and Energy (NDEE). Improvements include the design of approximately 900 linear feet of 30" gravity sewer main, manholes, outfall stabilization and other necessary appurtenances to discharge WWTF effluent.

**Basic Scope of Services (Lump Sum):****Project Management (All Phases):**

- 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 to ensure scope of services and schedule are met.
  - 4. Review billed hours by design team and prepare invoice statements for Owner.

**Preliminary Design Phase**

- A. Collect additional information about the proposed improvements and to review the available data. It is assumed JEO can utilize existing survey information. If data gaps exist, topographic survey can be included as an optional service.
- B. Review conceptual outfall pipe alignment.
- C. Review physical constraints of proposed pipe routing including adjacent structures, planned land use, existing utilities, landownership, site elevation, etc.
- D. Review alternatives for construction materials and alignment with Owner. Discussions with the Owner have indicated the following preferences for construction materials anticipated to be utilized/evaluated:
  - Polyvinylchloride (PVC) pipe material
  - Pre-cast concrete manholes
  - Concrete outfall structure into Blue River
  - Parshall Flume metering set-up to be evaluated
- E. Prepare 30% preliminary plans. Plans to include:
  - 1. Cover sheet and general location maps.
  - 2. Outfall pipe and structures plan and profile sheets with corresponding technical specifications.
- F. Prepare a list of construction quantities and furnish an opinion of probable construction cost. Per discussions with the Owner, OPC will present materials for Owner to purchase in a sub-category. Anticipated items to be purchased by the Owner include but are not limited to:
  - PVC Pipe material
  - New metering system (if desired by Owner)
  - Pre-cast Structures (if desired by Owner)
- G. Perform an internal quality assurance and quality control (QA/QC) review of the plans and specifications.
- H. Submit 30% plans and opinion of probable construction cost to Owner for review and comment.
- I. Meet with Owner (1 meeting) to review 30% design deliverables and perform plan-in-hand site visit to verify conformance with anticipated WWTF improvements in the project area.

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**

**Final Design Phase**

- A. Revise plans based on the QA/QC comments and 30% design review meeting with Owner.
- B. Prepare 90% preliminary plans and specifications. Plans and specifications to include:
  - 1. Cover sheet and general location maps.
  - 2. Outfall pipe and structures plan and profile sheets with corresponding technical specifications.
  - 3. Detail sheets to connect to the existing UV building, metering structure details, River outfall structure detail, and miscellaneous details.
  - 4. Front end specifications complete with bidding, contract, and funding requirement documentation.
- C. Update and refine a 90% opinion of probable construction cost.
- D. Perform an internal quality assurance and quality control (QA/QC) review of the plans and specifications.
- E. Submit 90% plans, specifications, and opinion of probable construction cost to Owner for review and comment.
- F. Meet with Owner (1 meeting) to review 90% design deliverables and perform plan-in-hand site visit to verify conformance with anticipated WWTF improvements in the project area.
- G. Revise plans and specifications based on the QA/QC comments and 90% design review meeting with Owner.
- H. Finalize construction plans and specifications subject to Owner's approval. The plans and specifications will be signed and sealed by a Registered Professional Engineer in the State of Nebraska.
- I. Submit final plans, specifications, and permit documentation to the NDEE for construction permits and the Army Corps of Engineers (USACE) as needed – see Permitting Assistance Phase below for details.
- J. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.
- K. Present Final Construction documents to City Council (1 Meeting) for review and approval to go out to bid.

**Permitting and Easement Assistance Phase (Hourly Optional Service – complete upon written Owner authorization)**

- A. Assist Owner with NPDES Permit update as needed.
- B. Assist Owner with pertinent USACE Permitting as needed.
- C. Conduct Threatened and Endangered Species Review, incorporate findings into design as applicable.
- D. Identify and delineate land rights necessary for the project. Obtain ownership information and property boundaries from public records, GIS and quarter section maps for those properties identified as being affected by the Project and anticipated for existing line abandonment construction access. 10 parcels assumed for scoping purposes. Prepare easement exhibits and legal descriptions for Owner review.

**Bidding and Negotiation Phase (Optional Service – complete upon written Owner authorization)**

- A. There will be one bid opening for the project. Location anticipated to be at Seward City Hall.
- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- C. Respond to inquiries from prospective bidders and prepare any addenda required.
- D. Assist the Owner in securing construction bids for the project.
- E. Assist the Owner at the bid opening (1 meeting).
- F. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- G. Prepare and submit necessary information to the Owner for project award approval.
- H. Prepare Contract Documents for execution by Contractor and the Owner, and approval by Owner and Owner's legal and insurance counsel. It is assumed that the work will be completed and awarded to one (1) General Contractor.

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**

***Construction Administration Phase (Optional Service – complete upon written Owner authorization)***

- A. Schedule and conduct a Pre-Construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc.
- B. Provide interpretation of Plans and Specifications, when necessary.
- C. Review shop drawings (submittals) and related data supplied by the Contractor. This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them; which allows the Engineer the chance to compare the selected materials and equipment against the specifications.
- D. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- E. Provide construction staking of the proposed improvements. Staking will be provided at 100' intervals along the sewer alignment as well as the depth/locations of sanitary manholes, outfall structure, and connection to UV building.
- F. Review and process Contractor's monthly payment applications, and process change orders, if necessary, and provide to the Owner for review and approval.
- G. Consult with and advise the Owner during construction.
- H. Review geotechnical soil and concrete testing results and provide consultation to the Owner and/or Contractor, as needed.
- I. Conduct a final inspection of the project with the Contractor and Owner.
- J. Prepare a final punch-list of outstanding items needing completion prior to finalization of the project based on field observations and review by resident Project Representative, Owner, and Contractor.

***Resident Project Representation (RPR, Hourly Optional service – complete upon written Owner authorization)***

- A. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
  1. Review of contractors work for general compliance with the plans and specifications.
  2. Complete Construction Observation Reports when on site.
  3. Coordinate pay quantities with contractor and engineer.
  4. Review of materials delivered to the site for specification compliance.
  5. Assist the Engineer in interpretation of the plans and specifications to the Contractor.
  6. Review and coordinate materials testing, by assigned testing firm, as needed.
  7. Attend pre-construction conference, progress meetings, and City council meetings.
  8. Attend one (1) meeting to recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation(s) will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the contractor(s) have completed their contracts in substantial compliance with the plans, specifications and contract documents.
  9. Compile records for use in preparing record drawings. Provide three (3) hard copies and an electronic copy to Owner.

***Post-Construction Phase (Optional Service – complete upon written Owner authorization)***

- A. Prepare post-construction record drawings from data gathered by the RPR and Contractor during the construction process.
- B. Issue 11-month warranty letter to Owner and Notify Contractor as necessary for any Owner identified warranty items.

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**

***Documents/Information to be provided by the Owner***

- Nearby Property boundaries (as available)
- Topographic Survey for project area
- WWTF improvements updates (as available)

***Meetings included within Scope***

- A. Preliminary Design Phase
  - 1. 30% Design Review Meeting
- B. Final Design Phase
  - 1. 90% Design Review Meeting
  - 2. Final Construction Document Presentation to Council
- C. Bidding and Negotiation Phase
  - 1. Attend Bid Opening
- D. Construction Administration Phase
  - 1. Pre-construction Conference
  - 2. Final Walk-through Inspection
- E. Resident Project Representative (RPR)
  - 1. As desired by Owner

***Proposed Fee***

Outfall Pipe Relocation Design	\$19,900 (Lump Sum)
Subtotal	\$19,900

Optional Services:

Permitting and Easement Assistance Phase	\$3,500 (Hourly – Anticipated Budget)*
Bidding and Negotiation Phase	\$3,500 (Lump Sum)
Construction Administration Phase	\$7,000 (Lump Sum)
RPR	\$5,000 (Hourly – anticipated Budget)*
Post Construction Phase	\$1,000 (Lump Sum)
Subtotal	\$20,000

Anticipated Total with Optional Services      \$39,900

\*When nearing estimated hourly compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine the estimated amount should not be exceeded, Owner shall notify Engineer and Engineer shall reduce the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

***Items not included with this scope of services, but can be added as additional services:***

- A. Services to evaluate additional alternatives.
- B. Topographic Survey.
- C. Inclusion of federal or state funding bidding requirements in the specifications.

**JEO Consulting Group, Inc.**  
**SCOPE OF SERVICES**

- D. Attendance at any meetings not identified above.
- E. Preparation of grant or loan applications in connection with the project.
- F. Preparation of environmental assessments, impact studies or similar studies beyond what is identified above.
- G. Preparation of stormwater pollution prevention plan (SWPPP).
- H. Zoning regulations review or modifications necessary for the proposed improvements included in this project.
- I. Land acquisition services.
- J. Payment of review and permitting fees.
- K. Geotechnical investigation, report, and testing services.
- L. Installation or maintenance of best management practices (BMP's) corresponding to the implementation of the SWPPP.
- M. Any other item not outlined in the scope of services.

**Project Time Frame:**

- A. Preliminary Design Phase – 60 calendar days from authorization to proceed.
- B. Final Design Phase – 30 calendar days following acceptance of preliminary design and permitting verification.
- C. Bidding and Negotiation Phase – 60 calendar days
- D. Construction Administration and RPR Phase – Anticipated Construction 90 calendar days
- E. Post-construction Phase – 1 year (365 calendar days) following construction completion

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

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

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

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

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

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

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

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

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

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

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 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.

## **ADDITIONAL AND EXCLUDED SERVICES**

The list of items below are not included in scope and fee defined in this proposal.

- Topographical survey. This item has been completed under separate contract.
- Instrumentation and Control services. These items can be provided by Olsson as additional services at the Client's request.
- NDEE Permit Services. These items can be provided by Olsson as additional services at the Client's request.
- Bidding services. These items can be provided by Olsson as additional services at the Client's request.
- Construction testing and staking services. This item can be provided by Olsson through an allowance with the Contractor, as a separate contract with the Owner, or as additional services at the Client's request.
- Public meetings. Additional meetings (those in addition to the Kickoff, 30% and 90% review meetings) can be provided as additional services at the Client's request.
- The items described as Exclusions within sub-tasks of the Scope of Services may be provided as additional services to the Client, if so requested.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing *labor rate* charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Olsson will provide three sets of drawings and specifications to the Client at the 90 percent design stage, conduct a meeting with Client or Client's Designee to discuss their review comments, and resolve questions or concerns.

**Task 404 – Opinion of Probable Cost (OPC)**

Olsson will prepare an OPC of project construction work.

**Phase 500 – Permitting Services**

**Task 501 - Section 404 Nationwide Permit Application**

As part of the permitting process Olsson will supply shapefiles with wetland and other waters boundaries to the Client for use in design and to calculate the acreages and lengths of impacts to wetlands and other waters.

Olsson assumes the project will be eligible for a Nationwide Permit (NWP) 7: Outfall Structures and Associated Intake Structures from the Corps because it is believed this project will include less than 0.5 acre of impacts to jurisdictional wetlands and less than 100 linear feet of stream loss and less than 300 linear feet of total impacts to jurisdictional streams. If there are impacts to Waters of the U.S. and thus a NWP is necessary for the project, Olsson will prepare a Pre-Construction Notification (PCN) letter as part of the NWP application. As part of the NWP process, Olsson will also coordinate with the USFWS and the NGPC.

Following the submittal of the NWP application, Olsson will coordinate with the Corps to verify that they have all the required information needed to process the application. Olsson will also coordinate with the Nebraska Department of Environmental Quality (NDEQ) for circumstances where individual Water Quality Certification (Title 117, Nebraska Administrative Code) is required.

If project changes increase impacts after the PCN submittal and a modification of the NWP application is needed, or if an Individual Permit is determined to be required after impacts have been calculated, additional fees and scope will be required.

After the permit is obtained, a summary sheet detailing permit conditions will be prepared to assist in compliance during construction.

**Exclusions** (items not included in scope):

1. Jurisdictional Determination Request
2. Individual Section 404 Permit Application
3. Additional Site Visits with the Corps
4. Migratory Bird Treaty Act Nesting Surveys
5. Bald and Golden Eagle Nest Surveys
6. Agency Requested Threatened and Endangered Species-Specific Survey
7. Agency Requested Historic or Cultural Resource Surveys
8. Floodplain Permitting
9. Wetland Mitigation Services

## **Task 402 – Final Design and Construction Documents**

Olsson will prepare final design and construction documents for the wastewater treatment plant outfall relocation to the Big Blue River.

The design will include:

1. Civil engineering.
2. Structural engineering.

### **1. Pipe Plan and Profile**

Olsson will prepare a plan and profile of the WWTP outfall pipe from the UV Building to the outfall structure adjacent to the Big Blue River.

### **2. Structural Design**

Olsson will design for the outfall structure and prepare drawings showing the structure in plan and section and include structural details as necessary. Olsson will prepare specifications as required for bidding and construction purposes.

### **3. Quality Control**

Olsson will conduct an internal review of the complete set of project documents.

### **4. Project Documents**

Incorporating Client review and internal review comments, Olsson will prepare detailed drawings and technical specifications for the proposed construction work and for all equipment and materials required under the contract. The documents will be prepared for construction by a private contractor selected by the Client as part of a competitive bidding process. The specifications shall contain contracts, bid forms, bidding instructions, General and Supplementary Conditions. A combined set of plans and specifications will be prepared for the complete outfall project, including Olsson will provide up to ten (10) sets of drawings and specifications for the Client's use in the competitive bidding process.

## **Task 403 – Erosion Control/Stormwater Pollution Protection Plan (SWPPP)**

### **1. Plan Development**

Olsson will develop Erosion and Sediment Control Plans. The plans will show where erosion control measures are needed for the construction site. Olsson will submit SWPPP plans to the City for review and approval.

### **2. Prepare SWPPP Documentation**

Olsson will assemble and complete necessary SWPPP documents and submit to the NDEQ for permit approval.

### **3. Forms**

The following forms will be assembled and provided as part of the SWPPP development, but completion of these forms

1. Contractor Certification Form
2. General Contractor's Delegated Inspector Form
3. Spill Report Form
4. Construction Stormwater Notice of Completion or miscellaneous inspection forms

Exclusions: completion of forms. The forms listed above shall be assembled and provided, but completion will be the responsibility of the Client and/or Contractor(s).

## **Task 302 – Geotechnical Services**

### **1. Laboratory Services**

As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), Standard Proctor tests (ASTM D698), grain size analyses, crumb tests, and pinhole dispersion tests.

### **2. Engineering Analysis and Report Preparation**

Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- a. Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
- b. Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- c. Analysis of the on-site soils encountered regarding the potential for reuse as structural fill.
- d. Analysis of the on-site soils for corrosivity to buried utilities.
- e. Lateral earth pressure values for buried pipe design.
- f. Recommendations, if necessary, regarding subgrade stabilization criteria for installation of the sewer main.

We will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

## **Phase 400 – Design Engineering Services**

### **Task 401 – Preliminary Engineering**

Conduct a preliminary design phase that coordinates information from site investigations, geotechnical analysis from other tasks, with hydraulic analysis, and, utility coordination, and other items. Plan and profile drawings will be prepared at this preliminary design stage. Alternatives will be summarized into a written technical memorandum that will be presented to the City for their review at the preliminary stage.

#### **1. Hydraulic Evaluation**

Conduct a hydraulic analysis of the outfall to define the hydraulic parameters (pipe diameter, slope and elevations).

#### **2. Material Selection**

Conduct an evaluation of alternative pipe materials and provide a recommendation.

Olsson will present our conclusions and recommendations in a written Technical Memorandum (TM) that will include a summary of findings and recommendations for the proposed WWTP outfall to the Big Blue River. The Preliminary Engineering Report will constitute 30% Design. Comments received by the Client will be incorporated into the final TM, which will represent 30% design. Three (3) copies of the final TM will be presented to the Client.

4. **Report.** Upon completion of the site visit a report documenting the findings of the Wetland Delineation will be prepared detailing the presence or absence of wetlands and other waters within the project study area. The Wetland Delineation Report will include a narrative of how the Wetland Delineation was conducted and a summary of the results of the Wetland Delineation. Figures documenting information gathered during the desktop review and figures showing wetland and other waters boundaries and sample point locations will be included along with a photo log documenting conditions at the time of the site visit.

During the site visit a survey for state- and federally listed threatened and endangered species that could potentially exist within the project study area and their habitat will occur.

#### **Task 202 – Easement Preparation**

Prepare legal descriptions, exhibits for the outfall pipe route from the WWTP to the Big Blue River.

### **Phase 300 – Geotechnical Exploration**

#### **Task 301 – Drilling Services**

##### **1. Coordination and General Notes**

- a. Olsson will contact Diggers Hotline of Nebraska to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.
- b. All boring locations must be readily accessible. Any fees resulting from the use of mud-matting or clearing operations to achieve access to boring locations is Owner's responsibility and not included in this scope of work. Olsson will not perform field work until access to boring locations is satisfactory to Olsson.
- c. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.

##### **2. Field Exploration**

- a. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
  1. One (1) soil test boring to a depth of 20 feet;
  2. Two (2) soil test borings to a depth of 25 feet each; and
  3. One (1) bulk sample.

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 70 linear feet.

- b. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.
- c. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- d. After obtaining groundwater level readings, we will backfill the borings with soil cuttings.

- 4. Final Design Review Meeting.** Olsson will meet with the Client to review and discuss the final design of the project. Typically, this includes reviewing all technical design components, quantities, and final cost estimate. The Client will submit comments from the design review to Olsson to be incorporated into the bidding documents for the project.

Olsson will prepare and distribute minutes of the meetings listed above.

## **Phase 200 - Site Investigation**

### **Task 201 – Wetland Delineation**

Olsson will complete a Wetland Delineation of the project study area, which is defined as approximately five acres in Seward, Seward County, Nebraska. Olsson will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0) (March 2010).

- 1. Desktop Review.** The first step of the Wetland and Other Waters Delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. This review will also include accessing U.S. Fish and Wildlife Service (USFWS) and Nebraska Game and Parks Commission (NGPC) data for potential federally- and state-listed species in the project study area.
- 2. Wetlands (WETS) Table Analysis for Agricultural Lands.** Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program (NAIP) aerials to determine if signatures of wetlands are present in cropped areas in those years determined to have normal amounts of precipitation.
- 3. Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands and other waters identified during the desktop review. The site visit must be conducted during the Corps specified growing season (May 1 – October 31). The site visit will be conducted by traversing the project study area to identify wetland characteristics including: hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Great Plains Region Data Forms will be filled out. Photographs documenting site conditions, including wetlands and other waters, will be taken. Agricultural areas require additional sample points primarily to document soil conditions.

## **SCOPE OF SERVICES**

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 19, 2020 between the City of Seward ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: 1040 South Columbia, Seward, Nebraska 68434

Project Description: Wastewater Treatment Plant Outfall Design

### **SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### **DESIGN SERVICES**

##### **Phase 100 - Project Management**

###### **Task 101 – Client Coordination**

Regular correspondence with parties of interest to provide progress updates or coordinate needed information about the project.

###### **Task 102 – Project Design Coordination**

Coordination of design professionals will be conducted regularly to ensure timely delivery of expected project deliverables and timely project advancement. Specific activities include tracking of work completion, maintenance of project schedule, billings, and collections.

###### **Task 103 –Meetings**

Olsson shall participate in the following meetings:

- 1. Project Kickoff Meeting.** Conduct a project initiation meeting with the Client to refine project scope, review the project site, identify specific goals, review the project area, establish schedule for completion, and establish channels of communication. Contractual matters will be addressed if necessary.
- 2. Preliminary Design Review Meeting.** Olsson will meet with the Client to review and discuss the preliminary design of the project. Typically, this includes reviewing the geometrics/locations of improvements and the overall scope of the work. The Client will submit comments from the design review to Olsson to be incorporated into the next stage of design.
- 3. Functional Design Review Meeting.** Olsson will meet with the Client to review and discuss the functional design of the project. Typically, this includes reviewing geometrics, plan/profiles, cross sections, grading, elevations, slopes, utility design, and other technical aspects of the work. The Client will submit comments from the design review to Olsson to be incorporated into the next stage of design.

## **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

## **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) 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, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

## **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

## **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

## **7.16 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

#### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

#### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

#### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

#### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated March 19, 2020 between the City of Seward ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

**TERMS AND CONDITIONS OF SERVICE**

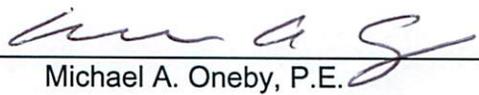
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be \_\_\_\_\_.

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

**OLSSON, INC.**

By  \_\_\_\_\_  
Justin Stark, P.E.

By  \_\_\_\_\_  
Michael A. Oneby, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF SEWARD, NEBRASKA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

- Attachments
- General Provisions
- Scope of Services

## SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: April 15, 2020  
Anticipated Completion Date: September 30, 2020

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Sixty Five Thousand Nine Hundred and Ninety Dollars (\$65,990.00). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

## FEE SCHEDULE

Phase	Task	Description	Fee Type	Fee
100	101	Project Management	Lump Sum	\$ 9,940.00
200	201	Wetland Delineation	Lump Sum	\$ 4,000.00
200	202	Easement Preparation	Lump Sum	\$ 500.00
300	301	Drilling Services (soil borings)	Lump Sum	\$ 1,710.00
300	302	Geotechnical Investigation	Lump Sum	\$ 5,410.00
400	401	Preliminary Design Engineering	Lump Sum	\$ 14,460.00
400	402	Final Design and Contract Documents	Lump Sum	\$ 20,790.00
400	403	Stormwater Pollution Prevention Plan	Lump Sum	\$ 3,500.00
400	404	Opinion of Probable Construction Cost	Lump Sum	\$ 1,180.00
500	501	Section 404 Nationwide/Title 117 Permit Application and Coordination	Lump Sum	\$ 4,500.00
<b>Total Proposed Fees:</b>				<b>\$ 65,990.00</b>

## DELIVERABLES

In the execution of the tasks listed in the attached Scope of Services, Olsson agrees to submit the following deliverables:

Phase	Task	Description	Document Type
200	201	<p>Wetland Delineation Report</p> <ul style="list-style-type: none"> <li>• Narrative</li> <li>• Map of boundaries and sample point locations</li> <li>• Photo log</li> </ul>	<p>Word Document Exhibit Attachments</p>
200	202	<p>Legal Descriptions</p> <ul style="list-style-type: none"> <li>• Narrative</li> <li>• Figure (8-1/2 x 11 or 11 x 17 exhibits)</li> </ul>	<p>Word Document Exhibit</p>
300	302	<p>Geotechnical Report</p> <ul style="list-style-type: none"> <li>• Analysis, Discussion and Recommendations</li> <li>• Map of boring locations (11 x 17 exhibit)</li> <li>• Soil boring log</li> <li>• Laboratory test results</li> </ul>	<p>Word Document Exhibit Attachments</p>
400	401	<p>Preliminary Design Technical Memorandum</p> <ul style="list-style-type: none"> <li>• Analysis, Discussion and Recommendations</li> <li>• Three preliminary drawings (11 x 17 exhibits)</li> </ul>	<p>Word Document Exhibits</p>
400	402	<p>Final Design and Contract Documents</p> <ul style="list-style-type: none"> <li>• 90% Plans and Specifications</li> <li>• 100% Plans and Specifications</li> </ul> <p><u>List of drawings:</u>            Cover            Two legend sheets            Two pipe plan and profile sheets            Two civil detail sheets            One outfall structure plan and section sheet            One structural detail sheet</p> <hr/> <p>Nine total sheets, not counting SWPPP (below)</p>	<p>Word Document AutoCad drawings</p>
400	403	<p>Stormwater Pollution Prevention Plan</p> <ul style="list-style-type: none"> <li>• Two plan sheets (included in full plan set)</li> </ul>	<p>AutoCad drawings</p>
400	404	<p>Opinion of Probable Construction Cost</p>	<p>Word Document</p>
500	501	<p>Permit application</p> <ul style="list-style-type: none"> <li>• Map of wetland and other water boundaries</li> <li>• Pre-construction notification letter</li> </ul>	<p>GeoDatabase file Word Document</p>



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

March 19, 2020

City of Seward  
Attn: Mr. Tim Richtig  
1040 South Columbia  
Seward, Nebraska 68434

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Wastewater Treatment Plant Outfall Design (the "Project")  
Seward Wastewater Treatment Plant

Dear Mr. Richtig:

It is our understanding that the City of Seward ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: Design of the Outfall for the Seward Wastewater Treatment Plant (as more specifically described in "Scope of Services" attached hereto). Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



## Grant Request Form

Name of Project: Meeting Room Tech Upgrade

Contact Name: Becky Baker

Address: Seward Memorial Library/233 S. 5th Street

Phone: 402 643 3318

City: Seward

State: NE

Zip Code: 68434

This project is being submitted to:  City Council  School Board for further consideration. It is understood that upon approval by the aforementioned entity this Grant Request Form will, in turn be submitted to the Seward Foundation, Inc for final determination. **Please note, this grant application will not be considered for funding until approval is given by the City Council or the School Board for submittal to the Foundation.**

**Description of the Project:** Please provide a brief description of the project under consideration and the proposed use of Seward Foundation, Inc. grant monies.

Installation of larger (wider) screen and built in projector in library's main level conference room as well as the installation of a sound system which this room has never had before.

Several options exist to accomplish these goals. See budget sheet (attached).

**Additional Information:** Please provide additional information regarding the project including the need that the project fulfills within the community and the target market for the project. How will this project be promoted to the community at large?

The main level conference room is used by many groups from the community as well for library programs. In 2019, 152 outside organizations/businesses/government groups used this room and the library used it 95 times.

The original screen which currently exists is a fairly small square which does not work well with widescreen media presentations of today. In addition, wiring was originally installed for a projector to be added at a later date. A better screen has often been requested by groups using this room; staff would love to have this added in the near future.

Installation of a sound system and speakers can be done as a stand-alone option or as an integrated, easier to use system, depending on the funds available.

**Financial Information:** Please provide financial information for the proposed project detailing out the overall estimated cost of the project and the sources and uses of funds including this Grant Request Form. Note: The Seward Foundation, Inc. prefers and encourages investment and support from other outside entities to assist in funding projects.

**TOTAL PROJECT COST:**

614,326.00 - \$ 35,300.00 (see budget sheet)

SOURCES OF FUNDS	USE OF FUNDS
Friends of Seward Library	New screen purchase/installation
Seward Foundation	New screen purchase/installation and
	purchase and installation of projector
Seward Library Foundation	Remaining costs for screen/projector
	purchase and installation, installation
	of sound system (alone or integrated)

**Operating Budget:** Please attach and provide an on-going budget for this program/project.

**Who will continue to fund and maintain this program/project on an on-going basis?**

Seward Memorial Library and Seward Library Foundation

**How did you arrive at the budget figures?**

Quotes from Reed Electric / Ehlers Electronics

**Will this grant be sufficient to start/continue this program/project?**

Yes. The final option for equipment to be installed will depend on the funding made available for this project.

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

Friends of Seward Library have already committed \$5,000 to this project. If needed, they may be interested in increasing their gift. Funding will be requested of the City of Seward in the 2020-21 library budget. The request is not a guarantee of it being granted in the final budget document. The Seward Library Foundation meets in April and July and will consider funding for this project as well.

Has this request been made elsewhere and turned down? If so, why?

No

After grant monies from the Seward Foundation, Inc. have been expended what plans are being made to ensure the ongoing operation of the project/program?

Seward Memorial Library budget will include any future maintenance of installed equipment.

Other Information:

Is this project application related to a new or on-going program?

New equipment for an existing room.

Who was involved in the development and planning of this program/project?

Seward Memorial Library staff and specs by The Clark Enersen Partners.

Will this program/project be evaluated regularly and if so, by whom?

Every group using the room in the library is asked for comments, which are turned into the Library Director.

Is this program/project ready to begin immediately? If not, what is the target date for completion and/or readiness?

Equipment is ready to be ordered as soon as funding is in place. Installation will take place as soon as it is received.

**PRINT FORM**

**SUBMIT FORM**

Meeting Room Tech Upgrade

Every option includes all purchases and installation,  
clean-up, etc.

Expense:

Option I:  
Parts and Labor for New  
Screen and Projector, NO  
Sound System \$14,326.00

Option II:  
Parts and Labor for New  
Screen, Projector, and  
Sound System (not integrated,  
similar to lower level) \$18,299.00

Option III:  
Parts and Labor for New  
Screen, Projector, and  
integrated, simple, more  
accessible sound/video system \$35,300.00

Income:

Option I:

Friends of Seward Library \$5,000 (confirmed)  
Seward Foundation \$3,000  
Seward Library Foundation \$3,000  
Library Budget \$3,326 \$14,326.00

Option II:

Friends of Seward Library \$5,000 (confirmed)  
Seward Foundation \$4,500  
Seward Library Foundation \$4,500  
Library Budget \$4,299 \$18,299.00

Option III:

Friends of Seward Library \$5,000 (confirmed)  
Seward Foundation \$10,000  
Seward Library Foundation \$10,000  
Library Budget \$10,300 \$35,300.00

# Next-generation TSW touch screens



The new TSW-560, TSW-760 and TSW-1060 are now shipping, delivering unprecedented touch screen performance and security for a broad range of enterprise applications. We kept everything that you love about TSWs the same and made strategic improvements that deliver big benefits for you and your customers.



New TSW features include:

#### **Blazing fast processor**

The latest TSWs feature our state-of-art processor that delivers a whole new level of performance. Touch screen control and navigation is incredibly fast and responsive, perfect for technology-driven meeting rooms and classrooms.

#### **Total security**

TSW touch screens provide enterprise-grade network security by leveraging existing corporate protocols, including 802.1X, TLS, FIPS-140-2, SSH, and SFTP.

#### **Backlit capacitive buttons**

The screen border now features backlit capacitive buttons that illuminate according to user needs. The result is an even sleeker look and more intuitive user navigation as unneeded buttons effectively disappear.



Where technology starts



#### **Ambient light sensor**

Like popular mobile devices, screen brightness and LED backlights now adjust automatically according to ambient light levels in the room.

#### **Built-in PinPoint™ proximity beacon**

Delivering a seamless and satisfying meeting room experience is easier than ever. The built-in PinPoint beacon enables contextual room booking based on availability, size, location, and purpose. Then, when entering the room, instantly connect to AirMedia® for wireless presentation.

#### **Secure mounting option**

All TSWs now ship with a special mounting latch that makes it easy to lock touch screens in place.

#### **Even better performance with no surprises**

In upgrading such an important and popular product line we took special care not to make any changes that disrupt how you install and commission TSWs. The sleek styling and colors remain the same, as does power via PoE and easy mounting options. Best of all, new TSWs are available at the same, or even lower, pricing as the prior generation.

#### **Put next-generation TSWs to work in your latest cutting-edge Crestron systems**

**Place your order today**

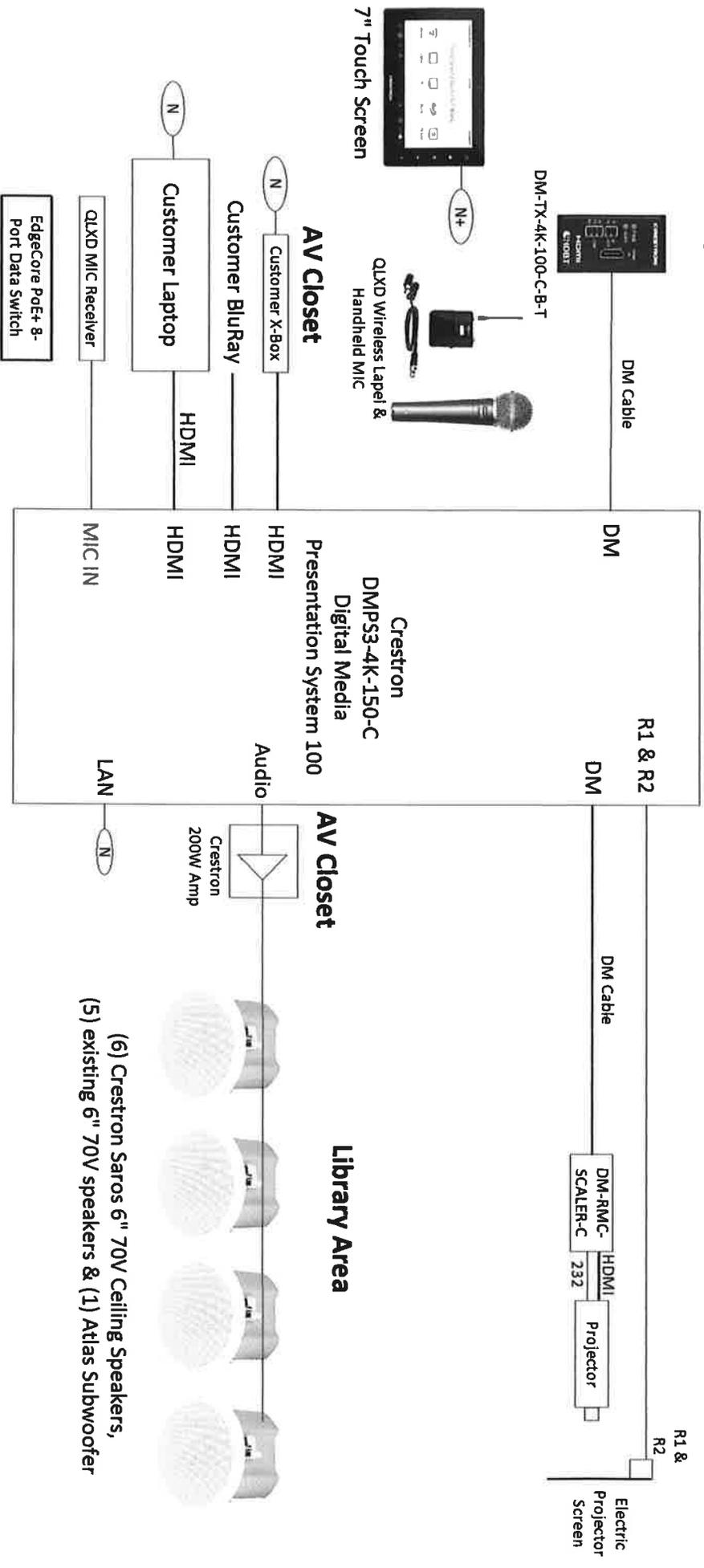
**[orders@crestron.com](mailto:orders@crestron.com)**

**855-604-2127**

**Library Area**

**AV Closet**

**Library Area**



# 1080p Professional Installation Laser Projector

ZH506-W

Bright, compact and virtually maintenance-free



- Bright 5,000 ANSI lumens and 1080p resolution
- 4K UHD HDR input with HDMI 2.0 (HDCP 2.2)
- Light source life up to 30,000 hrs
- Vertical lens shift with four corner correction
- LAN and RS232 control with Crestron, Extron, AMX and Telnet compatibility
- 360° and portrait mode operation
- Stereo speakers with 10W per channel

PRO|SCENE



1080p



Full 3D



Brighten any room with razor-sharp, 5,000 lumen, 1080p projection with the remarkable Optoma ProScene ZH506. A laser light source eliminates lamp and filter replacements for up to 30,000 hours of low-cost and virtually maintenance-free operation.

Compact size, low weight and quiet operation make it perfect for boardrooms, higher education, houses of worship and entertainment venues. Vertical lens shift, four corner correction, 360° and portrait mode operation enable flexible installations.

HDMI and VGA inputs provide connectivity to high-quality 4K HDR digital video or legacy analog video sources while LAN and RS-232 enable control via Crestron, Extron, AMX or Telnet. Stereo speakers with 10W per channel provide rich audio for all-in-one applications.

## CONNECTIVITY (May require optional accessories)



Computers



Smart Phones



Tablets



3D Blu-ray/DVD Players



Camcorders



Apple TV®



Chromecast™

# 1080p Professional Installation Laser Projector - ZH506-W

## OPTICAL/TECHNICAL SPECIFICATIONS

Display Technology	Texas Instruments™ 0.65" 1080p DMD
Color Wheel	4 segment RGBY
Native Resolution	1080p
Maximum Resolution	4K UHD (3840 x 2160 @ 60Hz)
Brightness	5,000 ANSI lumens
Contrast Ratio	300,000:1 (Extreme Black enabled) 1,800:1 full on/full off
Displayable Colors	1.07 billion
Lamp Life and Type*	Up to 30,000 hrs (Eco), 20,000 hrs (Bright)
Light Source Type*	Laser Phosphor
Projection Method	360, front, rear, ceiling mount, table top
Keystone Correction	±30° horizontal and vertical
Geometry	Four corner adjustment
Lens Shift	15% vertical
Uniformity	80%
Offset	103%-118% ±5%
Aspect Ratio	16:9 (native) 4:3 compatible
Throw Ratio	1.40-2.24:1
Projection Distance	3.28' - 32.8'
Image Size	20.2" - 322.6"
Projection Lens	F=2.5-3.26 f=20.91-32.62
Optical Zoom	1.6x
Digital Zoom	0.8 - 2.0x
Audio	2 x 10W (stereo)
Noise Level	36db (Normal) / 30db (Eco)
Remote Control	Full size remote with laser pointer
360 degree and Portrait mode operation	Yes
Operating Temperature	41-104°F (5-40°C), 85% max humidity
Power Supply	AC input 100-240V, 50-60Hz, auto-switching
Power Consumption	353W ±15% (Full), 321W ±15% (Eco)
High Altitude	Operating temperature at sea level up to 10,000 feet = 104° F (max); Must manually switch to high altitude mode from 5,000 feet and above (using OSD menu) to maintain optimal functionality.

## COMPATIBILITY SPECIFICATIONS

Computer Compatibility	VGA, SVGA, HDTV(720P), WXGA, WXGA+, SXGA, SXGA+, UXGA, HDTV(1080p), WUXGA
Video Input Compatibility	PAL, SECAM, 576i/p, NTSC, 480i/p, HDTV 720p/1080i/1080p 4K UHD 2160p (24/50/60 Hz)
3D Compatibility <sup>1</sup>	Supports all HDMI 1.4a mandatory 3D formats (Frame pack, side-by-side, top-bottom) and up converts frame rate from 60Hz to 120Hz or 24Hz to 144Hz (i.e. 60 or 72 frames per eye). 3D glasses are needed and sold separately. Refer to user manual for details.
Vertical Scan Rate	24 - 85 Hz
Horizontal Scan Rate	15.375 - 91.146 KHz
User Controls	Graphic user interface and on-screen menu in 27 languages
I/O Connection Ports	2x HDMI 1.4 (HDMI 2 MHL), 1x composite, 2x VGA, 1x S-video, 1x audio in, 1x mic/audio in, 1x USB-A (power), 1x VGA out (VGA 1 only), 1x audio out, 1x 12v trigger
Control	1x RJ-45, 1x RS-232C, 1x wired remote
Loop Through (Audio)	Yes

## PHYSICAL SPECIFICATIONS

Security	Kensington® lock port, password (OSD)
Weight	12.12 lbs
Dimensions (W x H x D)	14.7" x 4.6" x 11.9"

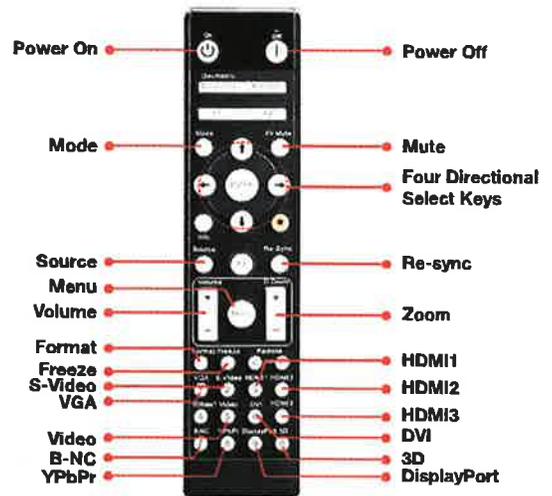
Lamp source life is dependent on brightness mode, display mode, usage, environmental conditions and more. Light source brightness can decrease over time.

Watching 3D projection while wearing 3D glasses for an extended period of time may cause headaches or fatigue. If you experience a headache, fatigue or dizziness, stop viewing the 3D projection and rest.

Portrait orientation must follow the recommended positions. Please consult the user manual for further information.



- |                  |                    |                |
|------------------|--------------------|----------------|
| 1. HDMI 2        | 6. Audio-In/Mic-In | 11. Audio-In 2 |
| 2. HDMI 1/MHL    | 7. 12V-Out         | 12. Audio-Out  |
| 3. USB Power-Out | 8. RJ-45           | 13. AC Power   |
| 4. Service       | 9. RS232           | 14. Lock       |
| 5. VGA-In        | 10. VGA-Out        |                |



### Warranty

5-year or 12,000 hour light source warranty (whichever comes first), 3-year parts and labor limited warranty on the projector.

### What's in the Box

ZH506-W, AC power cable, lens cap, remote control, batteries, quick start guide, CD user manual, carrying case

### Optional Accessories

Remote, mount, HDCast Pro, 3D glasses

### Accessory Part Numbers

Universal ceiling mount: BM-5001U  
 DLP@Link™ 3D glasses: ZD302  
 Remote: BR-3075W  
 Wireless: HDCast PRO - BLACK

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