



CITY OF SEWARD
City Council
Regular Meeting

Agenda

**Tuesday, October 5,
2021**

7:00 PM

**Council Chambers at the Municipal
Building**

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, October 5, 2021, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the 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.

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 September 21, 2021 Meeting - City Clerk Bargmann

September 21, 2021

The Seward City Council met at 7:00 p.m. on Tuesday, September 21, 2021 with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby and Police Sergeant Russ Frazey.

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, Municipal Building, Seward County Courthouse, CityofSewardNE.com, 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 in the Council Chambers 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 wishing to address the Council should come to the podium, 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.

APPROVAL OF MINUTES OF SEPTEMBER 7, 2021 BUDGET HEARING AND SEPTEMBER 7, 2021 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Stryson, that the minutes of the September 7, 2021 Budget Hearing and September 7, 2021 City Council meeting be approved.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports

CLAIMS LIST
9-21-21

COUNCIL MEETING

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Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU, Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities,

Aclara Technologies LLC	FA	6,296.96
ADE	SU	177.00
Akrs Equipment	RE	1,091.88
All Care Inc	BU	3,534.73
Amazon.Com Credit Service	SU	903.50
Arps	CI	2,890.50
Badger Meter	OP	150.68
Baker & Taylor	SU	2,607.16
Bizco Technologies	IT	6,146.54
Black Hills Energy	UT	903.54
Blue River Power & Rental	RE	524.30
Bluestem Network LLC	SE	100.00
Border States Industries	IV	396.16
Campbell Cleaning	SE	650.00
Capital Business-Cheyenne	MA	9.80
Carroll Construction Supp	SU	84.49
City Seward Library Petty	PO	123.90
City Seward Merchant Serv	SE	3,127.01
City Seward Payroll Accou	SA	147,506.19
City Seward Perpetual Fd	SL	150.00
Commonwealth Electric Co	RE	423.50
Continental Fire/Alarm/De	BU	225.00
Danko Emergency Equipment	UN	12,425.00
Deere & Company	FA	9,290.93
Dutton-Lainson Co	IV	3,930.00
Ehlers Electronics	EQ	1,525.00
Electronic Contracting Co	SE	240.00
Emergency Medical Product	OP	845.33
Faller Landscape	GU	1,404.93
Farmers Coop Seward	GS	12,559.61
Fast Mart	GS	152.58
Fastenal Company	SU	429.83
Fisher Zachary G	MI	31.00
G P M - Justin Meader	MA	412.00
Galls LLC	EQ	85.59
Gehring Construction	CI	603,772.59
General Excavating	CI	5,319.49
Gerhold Concrete Co Inc	GU	672.30
Great Plains Comm	SE	490.00
H & S Plumbing Heating	BU	255.86
Hach Company	MA	216.00
Hawkins Inc	MA	1,269.38
Herpolsheimer's Inc	RE	395.30
Hobson Automotive & Tire	RE	275.00
Home Depot Pro	SU	73.17
Hornung'S Golf Products I	MH	79.45
Husker Electric Supply Co	IV	12.80
J E O Consulting Group	SE	1,057.70
Jackson Services Inc	SU	60.64

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Jones Automotive	FA	9,481.99
K & Z Distributing	SU	163.05
Kosmicki Koch Associates	MC	3.35
Last Mile Network Consult	IT	75.30
Lee'S Refrigeration	BU	1,305.16
Lincoln Winwater Works	RE	272.46
Matheson Tri-Gas Inc	OP	66.21
Menards North	SU	1,043.29
Metering & Technology Sol	IV	5,650.49
Mid-American Benefits Inc	BE	1,232.33
Midwest Auto Parts	OI	74.86
Midwest Laboratories Inc	MA	801.18
Midwest Turf & Irrigation	RE	1,001.41
Nebrascut Lawn Care	GU	162.16
Nebraska Library Commissi	MS	722.00
Nebraska Pub Pow-Desmoine	MA	2,166.00
Nebraska Safety Council	MS	400.00
Nebraska Treasurer	MC	47.58
Niemann's Port-A-Pot LLC	SE	390.00
Nifco Mechanical Systems	SE	200.00
Norris Public Power Distr	MA	912.46
One Call Concepts Inc	SE	157.27
O'Reilly Automotive Inc	SU	212.89
Orscheln Farm & Home	SU	557.64
Pac 'N' Save Discount Food	ML	5,897.68
Plains Tree Farm Inc	GU	400.00
Positive Promotions	SE	3,133.90
Quality Brands Of Lincoln	SU	769.65
Quill Corp	SU	94.85
Rathjen Shad	UN	234.73
Sam'S Club (Lib-Rec-Pool)	SE	303.07
Sargent Drilling Inc	SE	15,035.92
Schemmer Architects Engin	SE	25,490.52
Seward County Chamber & D	OP	153.03
Seward County Clerk/Reg D	SU	17.50
Seward County Independent	PU	352.86
Seward County Treasurer	SE	19,217.17
Seward Lumber & Home Cent	SU	635.65
Seward Public Schools	MC	40.00
Seward Volunteer Fire Dep	TR	14,768.31
Seward Wind LLC	UT	33,028.73
Short Elliott Hendrickson	SE	15,110.00
Skarshaug Testing Laborat	UN	345.44
Sparetime Lounge & Grill	ML	907.50
Sports Express	UN	1,094.17
State Distributing Co	SU	324.60
Suhr & Lichty Insurance A	MS	55.00
Team Jack Foundation	SU	25.00
Total Tool Supply Inc	SU	357.00
Verizon Wireless	IT	169.16
Virchow Delbert	MC	75.00
Visa - Pinnacle Bank		1,152.49
ALA	MS	69.00
ARSL	MS	49.00
Bluestem	SE	115.00
Grey House Publ	SU	242.00
Harlequin	SU	21.78
NLA	MS	150.00

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Ogden Publ	SU	36.00
Pac N Save	SU	11.98
Pizza Hut	ML	183.77
Walmart	SU	257.93
Zoom	SE	16.03
Wesco Distribution Inc	IV	4,792.53
Windstream Nebraska Inc	SE	2,173.72
	CLAIMS TOTAL	\$1,008,558.58

2. City Treasurer Report
3. City Codes Director Report
4. Police Department Report
5. Add Lucas Brettman to Volunteer Firefighter Roster.

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

CONFIRMATION OF MAYOR APPOINTMENTS

Councilmember Kolterman moved, seconded by Councilmember Kamprath, that Mayor Eickmeier's appointments to the following Boards and Commissions be confirmed:

Wanda Lewis and Katie Stolze to the Seward Housing Authority for a 5-Yr Term.

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

ADMINISTRATIVE ITEMS

1. UPDATED JOB DESCRIPTION FOR CUSTODIAN

City Clerk Bargmann indicated that this job description was last updated in 2002 and was now reviewed due to a recent vacancy for the library custodian. Public Properties Director Bob Core and Library Director Becky Baker have both provided input and approval to the revised job description.

Councilmember Kamprath moved, seconded by Councilmember Kolterman, to approve the updated job description for the Custodian position.

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

2. CONSIDERATION OF A MEMBERSHIP AGREEMENT WITH THE SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP

Jonathan Jank, SCCDP President & CEO, began by thanking the City Council and City of Seward for their continued support of the mission of SCCDP. Mr. Jank provided a handout to the City Council that included the FY2020-21 agreement for review as well as highlights during the concluding fiscal year. Mr. Jank mentioned a few of the accomplishments included. The SCCDP is requesting funding in the amount of \$69,525 for FY2021-22, which is unchanged from the FY2020-21 agreement.

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David Kumm, SCCDP Board of Directors, mentioned how SCCDP has matured as an organization and mentioned how Concordia University, of which is he is the Executive Vice President/Chief Operating Officer/Chief Financial Officer, has planned facility improvements based on the growth of the County in part due to the ongoing work of SCCDP. Mr. Kumm also thanked the Council for their support over the years.

Councilmember Beck, City Council liaison to SCCDP, reiterated the maturation of SCCDP in becoming an organization benefiting the whole County and is proud of the work and mission of the organization.

Councilmember Kolterman moved, seconded by Councilmember Beck, to approve the membership agreement with the Seward County Chamber & Development Partnership.

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

3. CONSIDERATION OF A FUNDING AGREEMENT WITH THE SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP

Councilmember Beck moved, seconded by Councilmember Kolterman, to approve the funding agreement with the Seward County Chamber & Development Partnership.

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

4. ORDINANCE AMENDING THE COMPREHENSIVE PAY PLAN, PROVIDING FOR A 4.0% COST OF LIVING ADJUSTMENT FOR ALL PAY LINES AND INCORPORATION OF COMPARABILITY PAY ADJUSTMENT FOR VARIOUS EMPLOYEES

City Administrator Butcher indicated the ordinance would update the pay lines for City employees as per the recently approved budget for FY2021-22.

Councilmember Stryson introduced Ordinance No. 2021-20. Councilmember Kamprath moved, seconded by Councilmember Miller to dispense with the statutory rule. Councilmember Stryson moved, seconded by Councilmember Miller, 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 adopting: **Ordinance No. 2021-20**, "AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR A 4.0% COST OF LIVING ADJUSTMENT FOR ALL EMPLOYEES AND COMPARABILITY PAY ADJUSTMENT FOR VARIOUS EMPLOYEES; 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."

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

5. ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING AN ELECTRIC RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 3.0%, EFFECTIVE WITH THE OCTOBER 2021 BILLING

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City Administrator Butcher described how City staff works with Nebraska Municipal Power Pool (NMPP) to review Seward's electric rates and provide guidance to ensure necessary cash reserves. Upon review of NMPP, a 3.0% increase in electric rates for the FY2021-22 period is recommended.

Councilmember Singleton wondered how many rate increases the City has approved since the agreement with Nebraska Public Power District (NPPD) began. Mayor Eickmeier mentioned the supply of electricity has changed since the agreement was signed, shifting from excess electricity supply to much less which has driven rate increases recently. Councilmember Singleton inquired as to how new commercial users may impact the City rates, specifically if they would be supplementing our cash reserves due to their high usage monthly. Mr. Butcher responded the purpose of Administrative Item #10, Economic Development Rate Agreement with PetSource, would address compensation of PetSource electricity usage. Essentially, any increase in their usage would not be burdened on residential users—NMPP identifies the usage of large commercial users such as PetSource when considering recommended rates for the upcoming fiscal year. Additionally, Councilmember Singleton queried about Seward's renewable energy usage, to which Mr. Butcher responded there is low excess capacity at the moment. Mayor Eickmeier mentioned that NPPD puts a cap on renewable energy usage as per the agreement, thus limiting options the City could undertake to that end.

Councilmember Kolterman introduced Ordinance No. 2021-21. Councilmember Stryson moved, seconded by Councilmember Kamprath to dispense with the statutory rule. Councilmember Stryson moved, seconded by Councilmember Wilken, 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 adopting: **Ordinance No. 2021-21**, "AN ORDINANCE TO AMEND SECTIONS 237-3.1 THROUGH 237-3.13 OF THE MUNICIPAL CODE; TO INITIATE AN ELECTRIC RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICES FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2021 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 237-3.1 THROUGH 237-3.13; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT."

Aye: Beck, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: Hendrix, Kamprath.

Absent: None. Motion carried.

6. ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING AN SEWER RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 3.0%, EFFECTIVE WITH THE OCTOBER 2021 BILLING

City Administrator Butcher indicated that, again, the rate adjustment was a recommendation of NMPP for this fiscal year. The adjusted rate includes consideration of future costs for the Wastewater Treatment Plant upgrade included in the capital improvements plan.

Councilmember Hendrix inquired as to whether ARPA funds could be utilized in the capital construction for the Wastewater Treatment Plant, particularly if the County planned to distribute a portion of their ARPA funds to assist in the Plant upgrade. Darrell Zabrocki, Seward County Commissioner, indicated it was their intent to utilize ARPA funds for

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water/wastewater projects for communities in the County. Mr. Zabrocki continued that although the County has decided to distribute some monies for the Seward Water Tower project upcoming in 2022, he planned to request additional funding for the project when the County received their remaining ARPA funds. It was not currently the intent of the County Commissioners to fund any of the Wastewater Plant Improvements project for the City of Seward.

Councilmember Beck introduced Ordinance 2021-22. Councilmember Miller moved, seconded by Councilmember Kamprath to dispense with the statutory rule. Councilmember Stryson moved, seconded by Councilmember Miller, 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 adopting: **Ordinance No. 2021-22**, "AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2021 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT."

Aye: Beck, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: Hendrix, Kamprath.

Absent: None. Motion carried.

7. ORDINANCE AMENDING THE SEWARD MUNICIPAL CODE, CHAPTER 248 FIREARMS & EXPLOSIVES, ARTICLE II FIREWORKS, ITEM 2.4 DATES AND HOURS OF SALE AND ITEM 2.5 DISCHARGE RESTRICTIONS

City Administrator Butcher stated the review of this section of municipal code was borne from a citizen request to hold a display fireworks show this fall. Upon review of current code, City Administration noticed no mechanism in which a fireworks display could be discharged outside of the indicated June 28 - July 4th dates. As such, Mr. Butcher, in consultation with Mayor Eickmeier, drafted an ordinance which includes the ability to hold a fireworks display show with a City-issued permit as well as opening December 28-31st for sale of fireworks and December 31-January 1st as dates in which fireworks can be discharged in the City. The revised dates of sale and discharge match the current Nebraska statutes. It was noted by Mr. Butcher, that in order for a citizen to be granted a fireworks display permit, they would have to comply with any State Fire Marshal guidelines beforehand. Councilmember Beck suggested a review of the ordinance in early 2022 after the revised sale/discharge dates to suggest ways in which it could be revised for the subsequent years.

Curt Coddington, Commercial Fireworks License holder, indicated it was his request for a display show to be held this fall for a special occasion at Hillcrest Evangelical Free Church. As a commercial fireworks license holder, he reiterated that for a person to be granted permission from the State Fire Marshal, they are held to rigorous guidelines which would dissuade many citizens from pursuing this permit. Additionally, the setback rule imposed by the State Fire Marshal would deter many shows within City limits. The grade of fireworks for these displays far exceeds what is sold at a common fireworks stand further limiting the amount of request the City could expect.

Councilmember Kolterman introduced Ordinance No. 2021-23. Councilmember Singleton moved, seconded by Councilmember Miller to dispense with the statutory rule. Councilmember Kamprath moved, seconded by Councilmember Miller, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter

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of passing and adopting: **Ordinance No. 2021-23**, "AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 248 FIREARMS AND EXPLOSIVES, ARTICLE 2 FIREWORKS; TO REGULATE THE SALE AND DISCHARGE OF FIREWORKS WITHIN THE CITY; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM."

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

Councilmember Wilken moved, seconded by Councilmember Singleton that all ordinances be added to the permanent record.

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

8. RESOLUTION REMOVING PARKING ON EAST SIDE OF KAROL KAY BOULEVARD, NORTH OF HILLCREST DRIVE INTERSECTION AND SOUTH OF BADER AVENUE INTERSECTION

City Administrator Butcher noted the resolution as a request for review from Councilmember Hendrix. Upon review with the Traffic Committee—including the Police Department, Streets Department, City Engineer and City Administration—it was determined that removing parking on the east side of Karol Kay Boulevard was the recommended action. Particularly of issue is the narrow width of the street as well as lack of options for travelers to disperse should an emergency vehicle need passage. Parking removal will ensure safety for north-south travelers as well as emergency vehicles.

Councilmember Kamprath introduced the following resolution:

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RESOLUTION NO. 2021-21

WHEREAS, Section 382-4.4 of the City Municipal Code of the City of Seward, Nebraska provides that the City may, by Resolution, prohibit or fix the time for parking or stopping of vehicles on any street or streets as may be designated in such resolution, and

WHEREAS, it is deemed necessary to prohibit or fix the time for parking and stopping of vehicles on portions of streets as hereinafter designated in the City of Seward, Nebraska.

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

1. No vehicles shall be parked or permitted to stand or stop, whether attended or unattended at any time during the day or night on the following describe areas or portions of streets, to-wit:

a. The east side of Karol Kay Boulevard, north of Hillcrest Drive intersection and south of Bader Avenue intersection.

2. All previous resolutions in conflict with this resolution as they relate of the above described area or portion of street are hereby revoked.

3. Appropriate signs or markings shall be placed limiting and prohibiting parking at appropriate locations in accordance with this resolution.

Dated: 21st day of September, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

Councilmember Kolterman moved, seconded by Councilmember Stryson, to approve Resolution 2021-20, removing parking on the east side of Karol Kay Boulevard, north of Hillcrest Drive intersection and south of Bader Avenue intersection.

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

9. APPROVAL OF THE RECOMMENDATION OF THE SELECTION COMMITTEE'S RANKINGS FOR THE SEWARD WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT AND AUTHORIZATION TO ENTER INTO NEGOTIATIONS FOR PROFESSIONAL ENGINEERING SERVICES WITH SHORT ELLIOTT HENDRICKSON, INC. (SEH)

City Engineer Oneby provided an update as to the process undertaken to the project to date. Following site visits by himself and Water/Wastewater Director Tim Richtig, a request for qualifications, shortlisting, a request

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for proposals, interviews and meetings as a Selection Committee, it is the recommendation to enter negotiations with Short Elliott Hendrickson, Inc. (SEH). City Administrator Butcher reviewed the rigorous and lengthy progress undertaken to date, in which it was determined that SEH would be the top choice. Councilmember Miller, who was on the Selection Committee, appreciated that each firm seemed to grasp the desire for design to promote longevity of the plant. Councilmember Stryson, also included on the Selection Committee, commended City Engineer Oneby and Water/Wastewater Director Richtig on their technical knowledge and expertise regarding wastewater treatment plant design/operation. Mr. Stryson appreciated their work in taking site visits to determine what design would best suit Seward. Mr. Miller also commended Mr. Richtig and Mr. Oneby on their expertise in the subject area and how it will benefit the City in designing a functional facility for City operators and economical facility for rate payers.

Councilmember Kamprath inquired as to how cost of the services factored into the recommendation of the Selection Committee. Mr. Butcher responded that pursuant to the RFQ process, cost was not known until a final ranking had been devised by the Committee. He continued in stating that with the negotiations process underway, the City can now view SEH's proposal and suggest alterations to possibly lower the price. When pressed further by Councilmember Kamprath, it was revealed that SEH's bid was the 2nd lowest proposal amount; however, the difference between the lowest proposal and SEH's was a mere \$1,100 out of the \$1.3 million amount. As such, Mr. Oneby and Mr. Butcher felt confident that in review of the proposal for SEH—particularly in bidding hours included—the amount may be reduced which would render SEH as the most qualified and lowest-priced proposal. City Administrator Butcher mentioned that the City will be pursuing grant dollars for this project and will work with the funding team of SEH to identify any outside funding sources.

Councilmember Beck inquired as to the expected life span of the proposed Plant and approximately how long until improvements would be needed again. Mr. Oneby responded that with the upgrades to the plant, the essential components will be expected to last more than 40 years. Some ancillary functions, that may have slight changes during the construction phase, may have a lifespan of 20 years or less depending on usage and level of upgrade. Additionally, Ms. Beck inquired about how new technologies would be incorporated into the operation of the plant. Mr. Oneby responded any upgrades would incorporate the latest automation and operation tools on the market and that operation may require an additional budgeted staff person due to the complex operation needs.

Councilmember Hendrix asked about the current site and the impact of potential floodwaters to the plant upgrades. Mr. Butcher responded that the current site does not have flooding concerns and that any new land construction would include mitigatory elements.

Councilmember Kamprath moved, seconded by Councilmember Beck, to approve the selection committee's recommendation and enter negotiations with Short Elliott Hendrickson, Inc. (SEH) for the Wastewater Treatment Plant Improvements project.

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

Absent: None. Motion carried.

10. ECONOMIC DEVELOPMENT RATE AGREEMENT WITH NEBRASKA PUBLIC POWER DISTRICT (NPPD) AND SFD OPCO, LLC (PETSOURCE)

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City Administrator Butcher introduced the item as part of the Memorandum of Understanding (MOU) with SFD OPCO, LLC (PetSource). These electric rates were made to PetSource initially when they were recruited to Seward and identified in the MOU. Additional rate adjustments may be made over time depending on rate changes at NPPD.

Councilmember Kamprath moved, seconded by Councilmember Beck, to approve the economic development rate agreement with Nebraska Public Power District and SFD OPCO, LLC (PetSource).

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

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Beck moved, seconded by Councilmember Kamprath, that City Administrator Butcher's report of September 21, 2021 be accepted.

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

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None.

ANNOUNCEMENT OF UPCOMING EVENTS

September 24th - Coffee & Contacts, hosted by SE Nebraska CASA
September 29th - 4:30 p.m. Grand Opening at 612 Seward Street
October 15-17th - Flatwater Film Festival (Rivoli Theatre)
November 27th - Seward Christmas Festival

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE FOR CONSTRUCTION OF A NEW WATER TOWER

Councilmember Hendrix reported she had a conflict with the intended topic of discussion for the strategy session, so she will recuse herself from the session.

At 8:30 p.m., Councilmember Miller moved, seconded by Councilmember Kolterman, that the Council enter a closed session with the Mayor, City Administrator, City Clerk and City Attorney, for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance for a period not to exceed 30 minutes.

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

Mayor Eickmeier stated the Council has voted to go into closed session for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

September 21, 2021

At 8:34 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Beck, Miller, Kamprath, Kolterman, Singleton, Stryson, Wilken.

Mayor Eickmeier announced that no formal action was taken during the executive session.

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Kamprath, that the September 21, 2021 City Council Meeting be adjourned. Adjourned approximately 8:35 p.m.

Aye: Beck, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None

Absent: Hendrix. Motion carried.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST

10-5-21

COUNCIL MEETING

Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU, Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities,

AKRS Equipment	SU		1,087.33
Amazon.Com Credit Service	SU		2,952.39
Baker & Taylor	SU		4,625.40
Bizco Technologies	IT		2,927.34
Blue Cross Blue Shield Ne	BE		55,042.04
Blue Valley Pest Control	BU		80.00
Bockmann Inc	SE		395.00
Border States Industries	IV		59.11
Capital Business-Dallas	MA		360.00
Cash-Wa Distributing Co	ML		551.35
Cerny Dan	UN		94.98
Chase Card Service			11,961.35
Amazon	SU	1,687.93	
Constant Contact	SE	20.00	
CustomSigns	SU	28.98	
Dragon Palace	ML	137.61	
Ebay	SU	723.32	
Fairfield Inn & Suites	TG	132.60	
Flagstore	RE	656.01	
HotelBookingService	TG	9.99	
Priceline	TG	1,390.02	
Kirby Built Products	SU	1,244.00	
Metro Comm College	TG	10.00	
Microsoft	IT	150.08	
Miles Mobile Storage	SE	552.00	
Nebraskaland	RE	232.99	
NE Planzone	MS	40.00	
NSA/POAN	TG	125.00	
Runza	ML	210.87	
Sam's Club	SU	625.51	
Super Saver	ML	21.36	
Surplus Ammo	SU	2,596.62	
The Home Depot	SU	129.93	
USPS	PO	40.63	
Valentino's	ML	105.56	
Walmart	SU	514.56	
WEF Main	MS	148.00	
Zoom	SE	427.78	
City Seward Electric Fund	UT		43,096.75
City Seward General Fund	TR		382,112.22
City Seward Payroll Accou	SA		149,662.25
Commercial Turf Services	SE		1,375.00
Constellation Newenergy	UT		45.56
Curtis Jonathan	MC		17.50
Demco Inc	SU		1,671.77
Designwear Inc	UN		425.50
Ehlers Electronics	SE		1,105.00

Ehrlich Roy D	RI	22.89
Empire Netting & Fence	GU	9,345.00
Foreup Golf Software	SE	455.00
Fyr-Tek	SE	2,234.71
Gerhold Concrete Co Inc	CI	1,019.76
Hobson Automotive & Tire	RE	1,129.99
Hoffschneider Law PC LLO	SE	4,500.00
Hoopla	MS	1,000.00
Husker Electric Supply Co	IV	6,854.48
Hydraulic Equipment Servi	RE	175.65
K & Z Distributing	SU	156.00
Knisley Construction	FA	1,685.00
Lee'S Refrigeration	BU	524.47
Lincoln Winwater Works	TO	323.15
Matheson Tri-Gas Inc	OP	25.47
May Johnathan	RI	140.32
Menards North	SU	879.86
Mid-American Benefits Inc	BE	1,213.01
Miers Robert M	MI	222.55
Moody John	MC	30.00
N S A/P O A N Conference	TR	150.00
Nebraska D A S Acct Ocio	OP	231.00
Nebraska Fire Marshal	SE	50.00
Nebraska Golf & Turf	EX	2,050.00
Nebraska Health Environme	MA	78.00
Nebraska Municipal Power	SE	12,870.00
Nebraska Pub Pow-Desmoine	UT	641,369.59
Nebraska Revenue	MC	25.00
Norris Public Power Distr	UT	1,057.81
Odeys Inc	RE	1,233.65
O'Kief John F	UN	237.38
Olsson	SE	8,154.31
O'Reilly Automotive Inc	RE	107.52
Orscheln Farm & Home	SU	665.62
Overdrive Inc	MS	1,778.00
Plunkett'S Pest Control	BU	61.99
Potter Bruce/Jessi	MC	30.00
Principal Financial Group	BE	2,196.21
Quality Brands Of Lincoln	SU	287.95
Read Aloud Nebraska	TR	210.00
Regulatory Software Srvcs	MS	948.00
Resco	IV	780.00
Sam'S Club (Lib-Rec-Pool)	SU	147.07
Schaefer Concrete Llc	GU	4,200.00
Schulz Jensen	RI	98.00
Short Elliott Hendrickson	SE	25,490.00
Southeast Comm-Lincoln	TG	1,130.00
Sports Express	SU	1,812.60
St P J Supply Inc	SU	45.90
State Distributing Co	SU	85.60
Suhr Thomas	RI	98.00
Time Warner Cable	IT	756.02
U S Cellular	SE	260.25
Verizon Wireless	SE	307.37
Visa - Pinnacle Bank		4,239.53
Accucut	SU	724.80
Amazon	SU	807.73
American Library Assoc	MS	340.00
Bluestem Network	SE	115.00
Brodart	SU	169.16

Demco	SU	81.18	
Harlequin	SU	26.10	
Hemming Motor	SU	47.95	
Jostens	SU	51.99	
Nebraska Lib Assoc	MS	200.00	
Nebraska Life Mag	SU	42.00	
Sam's Club	SU	485.00	
Taste of the South	SU	21.00	
Walmart	SU	1111.59	
Zoom	SE	16.03	
Wesco Distribution Inc	IV		1,637.10
York Equipment	FA		7,000.00
Zimco Supply Co	GU		4,668.90
	CLAIMS TOTAL		\$1,418,133.52

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Presentation and Discussion of Functioning and Progress of the Seward Economic Development Plan - City Administrator Butcher

**CITIZENS ADVISORY REVIEW COMMITTEE
FOR THE LB 840 ECONOMIC DEVELOPMENT PLAN
SEMI-ANNUAL REVIEW REPORT**

To: The Seward City Council
From: Citizens Advisory Review Committee - LB 840 Economic Development Plan
Date: October 5, 2021
Re: Semi-annual review report required by the Economic Development Plan

The Citizens Advisory Review Committee (CARC) is a committee of registered voters appointed by the Mayor (and affirmed by the City Council) to review the Economic Development Plan (the Plan) established under LB 840. The CARC mainly reviews the actions taken by the LB 840 Application Review Board (ARB). The ARB is the committee that has the authority to spend the LB 840 funds.

The CARC met on August 4, 2021, to review the functioning and progress of the Plan. The meeting consisted of discussions about the following:

1. A copy of the general ledger reports including a report of all transactions from 8/1/20 to 6/30/21 was distributed prior to the meeting. The CARC felt all transactions listed in the financial reports appeared to be appropriate.

The committee met with City Administrator Greg Butcher and reviewed all actions and items of the ARB and specifically discussed the payment to SFD Opco LLC (Petsource) for geotechnical assistance, Seward County Rural Workforce Housing Fund and the outlook for the upcoming fiscal year.

The CARC notes that it does not audit nor does it verify the numbers submitted to it in the general ledger reports. It is our understanding that these accounts are audited during the annual overall audit that is done on the city's financial records.

ADMINISTRATIVE ITEMS

1. Discussion to "Illuminate Seward" with Downtown Lights to Stay Lit Year-Round - Gregg Nelson - Owner, Rue 6 and Squire Ward's
2. Creation of Burn Site Assistant Position - City Administrator Butcher

JOB TITLE: Burn Site Assistant (Hourly: Non-exempt)

ACCOUNTABILITY: Under the direction of the Street Superintendent.

JOB SUMMARY: Under general supervision performs unskilled work in the operation of the City burn site during open Saturday hours.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Opens and closes City burn site on Saturday's scheduled for public drop-off of accepted materials, including placement of temporary signage. Keeps record of persons dropping off materials during open hours (recording license plate numbers and make/model of vehicle). Capability to diagnose and advise persons unloading materials as to acceptability based on City's burn site permit from Nebraska Department of Environment and Energy (NDEE).

ADDITIONAL DUTIES AND RESPONSIBILITIES: None.

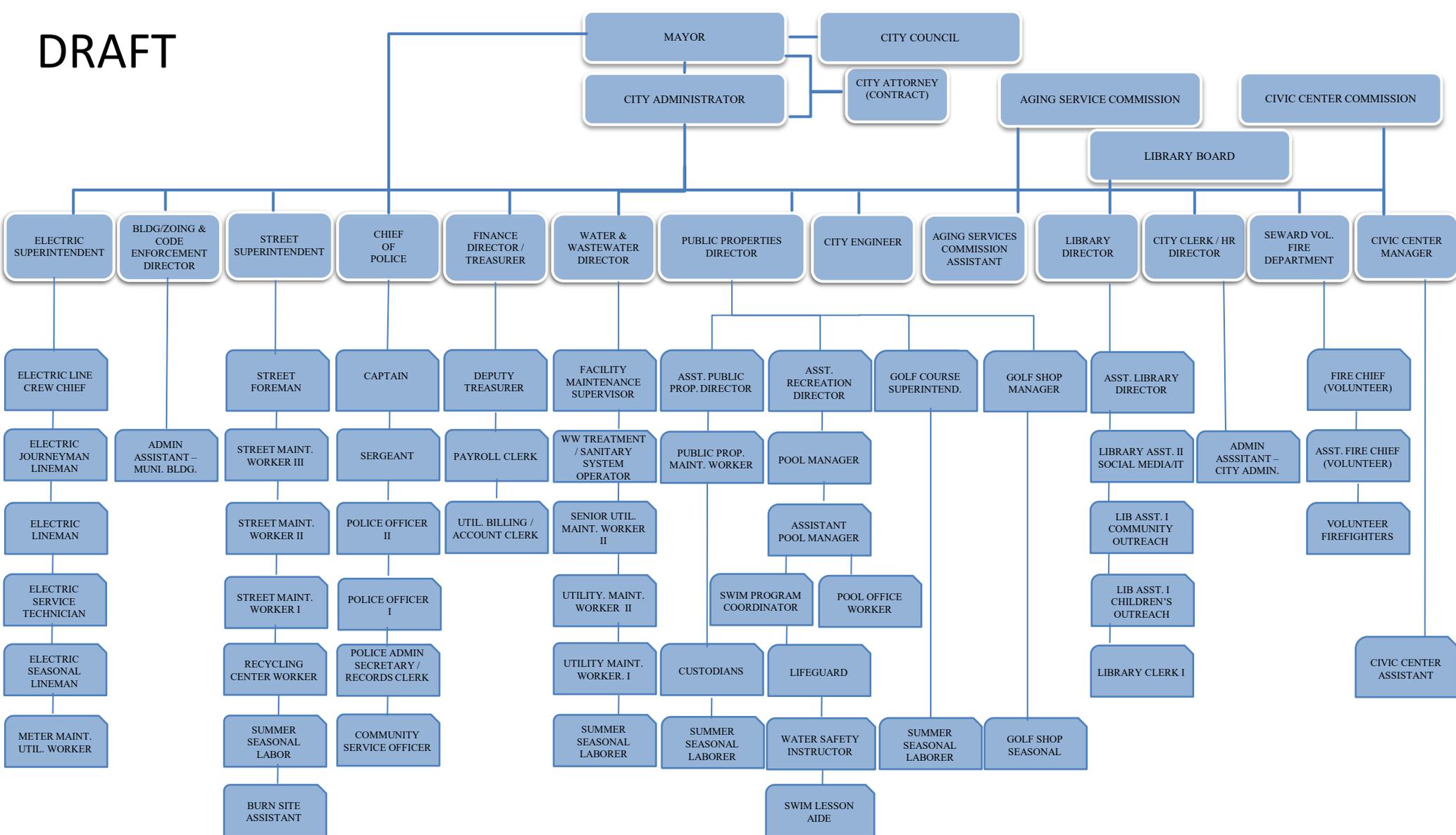
SKILLS/ABILITIES: Ability to climb, balance, stoop and kneel; ability to inspect lawn materials to ensure they comply with City burn permit; good oral communication skills required to effectively communicate with the public and supervisor about unacceptable materials; ability to regularly work Saturday mornings depending on seasonal burn site hours.

TRAINING AND EXPERIENCE: Possession of a valid driver's license and sixteen (16) years of age at time of hiring. Candidate must have working cell phone. Familiarity to lawn materials preferred.

Created 9/2021

3. Organizational Chart Realignment - City Administrator Butcher

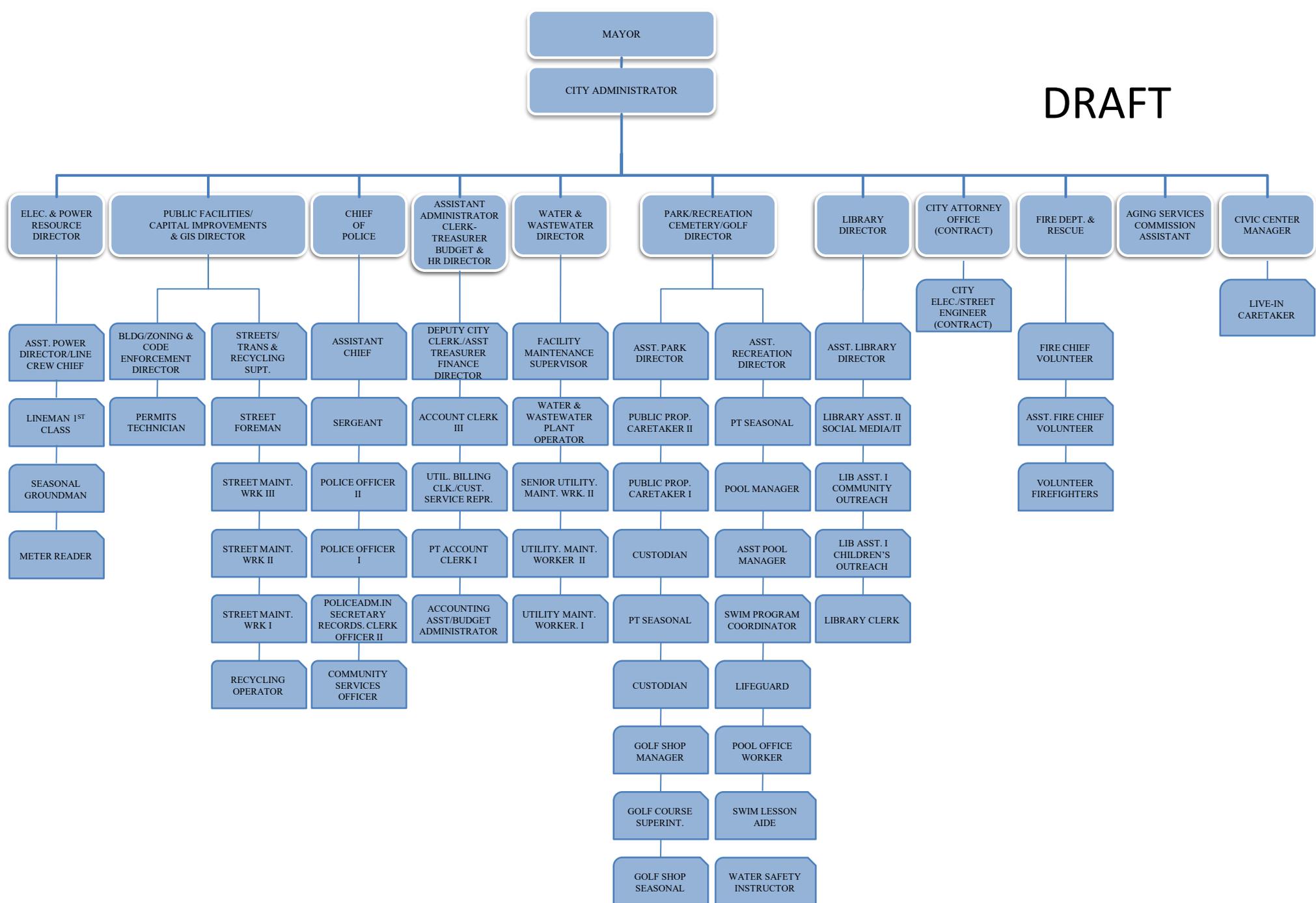
DRAFT



NOTE: The chain of command for each department may vary slightly from the graphic above. This is merely an attempt to identify each position established in the City of Seward salary schedule.

September 2021

DRAFT



4. Agreement for Professional Engineering with Short Elliott Hendrickson, Inc. (SEH) for Preparation of Plans and Specifications, Obtain Permits and Easements and Provide Bid Phase Services for Wastewater Treatment Plant Improvement Projects - City Administrator Butcher

Agreement for Professional Services

This Agreement is effective as of October 4, 2021, 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 Improvements**.

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 25th Avenue South, PO Box 1717
St. Cloud, MN 56302-1717
Telephone: 320.290.3610 **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.

Refer to attached Exhibit B: WWTF Design and Bidding Services dated October 4, 2021.

Schedule:

Refer to Exhibit B: WWTF Design and Bidding Services dated October 4, 2021.

Payment:

The fee is hourly estimated to be \$1,263,484 including expenses and equipment.

The estimated fee is subject to a not-to-exceed amount of \$1,263,484 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

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: 
Kathy Crowson
Title: Principal | Regional Practice Center Leader

By: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Seward, Nebraska (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 4, 2021

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

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

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. 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.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Building a Better World
for All of Us®

October 4, 2021

RE: City of Seward, Nebraska
Wastewater Treatment Plant
Improvements
SEH No. SEWAC 155457 14.00

Mr. Greg Butcher
City Administrator
City of Seward
537 Main Street
Seward, NE 68434

Dear Mr. Butcher:

Thank you for the opportunity to submit this proposal for professional services related to the preliminary and final design and bidding of the City of Seward Wastewater Treatment Facility Improvements project. This letter and the Agreement for Professional Services with attachments, form the agreement for providing these engineering services.

The proposed engineering services in general consist of review of the existing facility plan, preparation of a Facility Plan Amendment, preparation of plans and specifications, and bidding the project as described in this Agreement. The design for this project will address the needs at the wastewater treatment facility to increase capacity, meet future nutrient limits, and replace or improve aged infrastructure.

SCOPE OF SERVICES

Short Elliott Hendrickson Inc. (SEH®) proposes the following work scope for design and bidding of the WWTF Improvements project.

Task 1 – Project Management and QA/QC

SEH will provide ongoing management, administration, and coordination of the project. This will include development of an internal project management plan to convey the requirements of the project to the design team. We will also require quality assurance and quality control (QA/QC) reviews throughout the project.

Task 1.1 – Project Kickoff

We will hold one (1) kickoff meeting at the City of Seward WWTF after award of the project. Attendees will include key City staff and the following SEH staff:

- Client Service Manager – in person
- Project Manager – in person
- Project Design Lead – in person
- Lead Process Engineer – virtual

Task 1.1 Deliverables: Agenda and meeting minutes, handouts, and meeting attendance.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 13140 Lincoln Road, Suite 101, Omaha, NE 68138-4126

402.513.8200 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Task 1.2 – Project Management and Communication Plan

- Preparation of the Project Management Plan.
- Preparation of a Communications Plan with the City and Design Staff.
- Development and management of the Project Schedule.
- Review and submittal of Deliverables.
- Coordination of internal meetings and review meetings with City staff.
- Project budgeting and invoicing.
- Preparation and distribution of monthly progress reports delivered electronically to City staff on a date agreed to in the Communication Plan.

Task 1.2 Deliverables: Project Management Plan, Project Communications Plan, Project Schedule, Monthly Progress Reports with budget updates and invoices.

Task 1.3 – QA/QC

SEH will provide quality assurance and quality control reviews of design documents as an ongoing design process. A thorough QA/QC review will be completed at each of the 30%, 60%, and 90% design document deliverable stages.

Task 1.3 Deliverables: Reviewed Deliverables related to all Tasks.

Task 2 – Preliminary Design

SEH will review the most recent Facility Plan and updates and develop recommendations according to the review.

Task 2.1 – Review Facility Plan Update

- Review DMRs included in the Facility Plan and add most recent data from 2019 to present.
- Develop a table of current flows and loads based on the parameters for which the plant effluent must be analyzed according to the most recent NPDES permit.
- Review future effluent limits in the Facility Plan and update based on the findings of one (1) virtual meeting with NDEE.
- Hold one (1) virtual meeting with City staff to discuss growth potential in the City and work together to develop a table of Future Flows and Loads for the 20-year design period. SEH will have the following attend this meeting:
 - Project Manager.
 - Project Design Lead.
 - Lead Process Engineer.
 - Project Engineer.
- Based on the analysis and development of future flows and loads and future effluent limits, develop a table of existing treatment processes and determine if there is capacity in each process to meet future demands. The following processes will be analyzed:
 - Influent pumping station.
 - Screening.
 - Grit Removal.
 - Primary Clarifiers.
 - Trickling Filters.
 - Intermediate Clarifiers.

- Final Clarifiers.
- UV Disinfection Process.
- Anaerobic Digestion.
- Liquid Sludge Storage and Loadout Facilities.

Task 2.1 Deliverables: Table of Updated Flows and Loads, Future Flows and Loads, Expected Future Effluent Limits, Table of Unit Process Remaining Capacity

Task 2.2 – Evaluation of Alternatives

This scope assumes that the existing trickling filters are inadequate for meeting future effluent limits for anticipated future flows and loads. Therefore, SEH will explore alternative treatment solutions for addressing these needs.

- Evaluate Secondary Treatment Alternatives – SEH will evaluate three (3) activated sludge treatment processes to take the place of the trickling filters – Sequencing Batch Reactors, Moving Bed Biofilm Reactors, and Oxidation Ditches
 - Sequencing Batch Reactors review will include sizing and cost estimating for the following general processes
 - o Influent pumping
 - o Screening
 - o Grit Removal
 - o SBR Process
 - o UV Disinfection
 - o Biosolids Treatment and Storage
 - MBBR and Oxidation Ditches review will include sizing and cost estimating for the following general processes
 - o Influent pumping
 - o Screening
 - o Grit Removal
 - o Selector Tanks
 - o MBBR/Oxidation Ditch
 - o Final Clarification
 - o UV Disinfection
 - o Biosolids Treatment and Storage
- A high-level BioWin model will be developed for each alternative to aid in selection of a recommended alternative.
- SEH's Project Design Lead will accompany City staff on up to two (2) site visits within 200 miles of the City of Seward to view proposed treatment processes in operation.
- A structural and coatings condition assessment will be accomplished by SEH's structural engineer and coatings specialist during a one-day site visit. Their findings will be summarized as part of the Technical Memorandum.
- 50% Facility Plan Level Cost Estimates will be developed for each of the three alternatives
- A Technical Memorandum discussing the alternatives will be developed.

- One (1) Meeting will be held at City offices to discuss the alternatives. Attendees will include key City staff and the following SEH staff:
 - Client Service Manager – in person
 - Project Manager – virtual
 - Project Design Lead – in person

Task 2.2 Deliverables: 50% Capital Cost Estimate for the three alternatives. Technical Memorandum summarizing three alternatives.

Task 2.3 – Facility Plan Amendment and Life Cycle Cost Analysis

This scope assumes that changes to the Facility Plan will be significant and warrant a Facility Plan Amendment be submitted to and approved by NDEE.

- Capital and Operation and Maintenance Facility Plan Level Cost Estimates will be developed for the three alternatives discussed above. These costs will be used to develop a life cycle cost analysis and present worth cost for each of the three alternatives for a 20-year and 40-year planning cycle.
- A Facility Plan Amendment will be developed for submittal to NDEE.
- Environmental Impacts will be reviewed and updated from those in the current Facility Plan as necessary.
- One (1) Meeting will be held with key City staff to discuss the final Facility Plan Amendment. SEH attendees will include:
 - Client Service Manager – in person
 - Project Design Lead – in person
- SEH will attend one (1) Public Hearing at City Offices per the requirements of NDEE for a complete Facility Plan. The presentation will discuss the recommended alternative in the Facility Plan and related capital and operation and maintenance costs.

Task 2.3 Deliverables: Facility Plan Amendment submitted to NDEE.

Task 3 – Design

The scope of the design assumes that the recommended alternative will be construction of an SBR Facility, continued use of anaerobic digestion, and addition of sludge dewatering facilities with dewatered sludge storage. The scope may need to be revised based on the recommended alternative in the Facility Plan Amendment. If that is the case, SEH will work with the City to amend this contract as necessary to correct the scope.

Task 3.1 – Design Kickoff

- SEH will utilize the services of a surveying subconsultant to provide site and boundary survey for the site. Costs for the subconsultant are included in this scope of services.
- 3D Scanning of existing buildings and structures to remain in place will be accomplished during one (1) site visit over a two-day period by a member of the SEH design team.
- SEH will coordinate a geotechnical drilling and testing program for the proposed design. SEH will develop a complete scope of work for a subcontractor, generate a soil boring location map with coordinates to be staked by a survey crew, provide coordination during drilling, review soil samples and assign laboratory tests. The subcontractor will perform the work specified and summarize their findings in a Geotechnical Data Report. Geotechnical subcontractor's cost will be paid directly by the City.

- A Hazardous Materials Assessment will be completed by one member of SEH's environmental staff during a one-day site visit. A Hazardous Materials Assessment Report will be developed based on their findings.
- A design kickoff meeting will be held with City staff and design leads from each discipline. The following SEH staff will be in attendance:
 - Client Service Manager – in person
 - Project Manager – in person
 - Project Design Lead – in person
 - Key Design staff - virtual

Task 3.1 Deliverables: Geotechnical Data Report, Hazardous Materials Assessment Report, Meeting Agenda and Minutes from Kickoff Meeting

Task 3.2 – Design Document Preparation

SEH shall prepare detailed plans, specifications, contract documents, and construction cost estimates for the Wastewater Treatment Facility Improvements project. A deliverable set of documents will be provided to the City at the 30%, 60%, and 90% design phases along with a design report at each phase. Prepared plans and specifications will also be delivered to NDEE for review and approval along with any necessary permit modification application documents, following City authorization. As noted above, this scope of design services assumes that a design will be completed for an SBR Facility. In general, the scope will include:

- Preparation of detailed plans and specifications for process, architectural, structural, geotechnical, mechanical, electrical and controls, and site civil work related to the following assumed improvements:
 - Demolition or abandonment of existing infrastructure that will no longer be used.
 - General Civil site grading, water supply and service, storm sewer, streets, curb and gutter, and sidewalks.
 - Influent Lift Station Improvements: This scope assumes that the existing building and wetwell will be reused but new piping and pumps will be installed.
 - Influent Screening Improvements: This scope assumes that the existing building will remain in place but will need new ventilation, heating, electrical work, in conjunction with new fine screening equipment. Two (2) manufacturers will be reviewed for fine screening.
 - Grit Removal Improvements: This scope assumes that a new vortex grit removal tank will be constructed on site with a new grit pump and classifier being housed in an existing building space. Two manufacturers will be reviewed for each of the vortex grit, grit pumping, and grit classifier designs.
 - Influent Equalization: This scope assumes that influent equalization will be necessary to keep a consistent flow to the SBRs. It is also assumed that one of the existing tanks on site can be repurposed for influent equalization. This scope does not include design of a new tank for influent equalization.
 - Sequencing Batch Reactors: SEH will design the SBR system around a manufacturer chosen by the City based on site visits and research conducted during the preliminary design phase. This scope assumes that up to three (3) SBR manufacturers will be reviewed and one will be listed as "Basis of Bid" Manufacturer. The design documents, (siting, piping, etc.) will be based on the Basis of Bid manufacturer's specific design requirements. Changes to the design based on acceptance of another manufacturer at or after bidding will be the responsibility of the Contractor. This scope does not include preselection bidding of SBR equipment.

- Effluent Equalization: This scope assumes that effluent equalization will be necessary for continued use of the existing UV Disinfection System. It is also assumed that one of the existing tanks on site can be repurposed for effluent equalization. This scope does not include design of a new tank for effluent equalization.
 - Digestion and Gas Safety Equipment Improvements: This scope assumes that anaerobic digestion will continue to be utilized for biosolids stabilization. However, it is assumed that major improvements to the existing digester and digester gallery equipment will be needed. The improvements included in the scope of this design include a new cover system for the digester, new mixing systems, new pumping, piping, valves and appurtenances, and new gas safety equipment. In kind replacement is assumed.
 - Sludge Storage: This scope assumes that WAS or Digested Sludge Storage will be needed. It is also assumed that one of the existing tanks on site can be repurposed for liquid sludge storage. This scope does not include design of a new tank for liquid sludge storage, however the mixing system and piping for the sludge storage tank is included in this scope.
 - Sludge Dewatering: Based on the latest Facility Plan update, this scope assumes design of a new sludge dewatering process to reduce liquid sludge hauling costs. A life cycle cost analysis will be completed for a screw press and a centrifuge to determine the best fit for the plant. Design will then include up to (3) manufacturers of the selected technology. This scope also includes design of a new sludge dewatering building to house the dewatering equipment, chemicals, and controls.
 - Cake Sludge Storage: This scopes assumes the liquid sludge drying bed area will be converted to covered cake sludge storage. SEH will prepare siting drawings and write a performance-based specification for a contractor to design and construct a membrane-covered metal frame building to be used as Cake Sludge Storage.
 - Administration Building Improvements: SEH will work with City staff to identify components in the Administration Building requiring remodeling or replacement. This scope assumes architectural, electrical and HVAC improvements and assumes in-kind replacement only.
 - Biowin Modelling: SEH will develop a detailed Biowin model for the system detailed in the design documents. This model will be used to run flow and loading scenarios and assist with startup and operation of the new system.
 - Electrical and Controls Improvements: The new wastewater facility will likely have different electrical loads than those existing. A new backup generator will be designed to run the facility in the event of an emergency. The new plant will also be designed with a robust SCADA system to monitor and control all new processes. SEH's Controls Engineer will work with the City to develop the SCADA system to the City's wants and needs. This scope does not include site security improvements.
- Capital cost estimates will be developed for 30%, 60%, and 90% design phases.
 - SEH will attend an onsite meeting to discuss 30%, 60%, and 90% design documents with select City staff. The following SEH staff will be in attendance:
 - Client Service Manager – in person
 - Project Manager – in person
 - Project Design Lead – in person
 - SEH Discipline Leads will conduct site visits during design to gather information and refine their portions of the design. One (1) site visit for each of the following are part of this scope:
 - Project Manager
 - Project Design Lead
 - Lead Process Engineer
 - Biowin Engineer
 - Project Engineer

- Lead Process Technician
- Environmental Specialist
- Structural Engineer
- Geotechnical Engineer
- Architect
- Mechanical Engineer
- Electrical Engineer
- Civil Design Lead
- Coatings Specialist
- 90% Design Documents will be submitted to NDEE for review and approval. If necessary, SEH will respond to comments from NDEE in order to gain approval for project bidding. Necessary NPDES permit modification documents will be submitted to NDEE with the design documents.
- SEH will complete and submit necessary floodplain permitting in order to allow for construction in the floodway.
- SEH will assist the City with completion of up to three (3) funding applications for the project.

Task 3.2 Deliverables: Design Report and 30%, 60%, and 90% plans, specifications, cost estimates, and contract documents. Submittal of design documents to NDEE. Permit modification application documents. Environmental and Building Permit Applications as necessary. Funding applications. Agendas and Meeting Minutes from meetings held with City staff at 30%, 60%, and 90% design phases.

Task 4 – Bidding

100% Bidding Documents will be prepared after receiving comments or requests for revisions from review agencies and City staff. The following items are included in the bidding scope:

- Preparation of 100% Bidding Documents. Five (5) hard copies and one electronic copy of the Bidding Documents will be delivered to the City.
- Attend one (1) City Council Meeting to request Authorization to Advertise for Bidding. SEH staff in attendance will include:
 - Client Service Manager – in person.
 - Project Design Lead – in person.
- Prepare the advertisement for bidding and assist the City in advertising.
- Respond to contractor's questions during advertisement.
- Prepare one (1) addendum to clarify or expand upon the bidding documents.
- Attend one (1) Pre-bid meeting at the WWTF site. SEH staff in attendance will be:
 - Client Service Manager – in person.
 - Project Design Lead – in person.
- Virtual bidding and electronic submittal of bids will be used for this project through Quest CDN. The bids will be collected electronically and reviewed by SEH. A tabulation of bids will be prepared and delivered to the City.
- Prepare recommendation for award of contract.

ADDITIONAL SERVICES

SEH may furnish Additional Services due to changes in the scope of services or as requested by the City. SEH will provide an estimated fee for Additional Services as requested, but will not initiate additional services until agreed upon and authorized by the City. Additional Services are not included in this work or scope agreement. Examples of Additional Services may include the following:

- Review and assistance with ordinances or industrial user permits.
- Bidding multiple projects for phased construction. If determined to phase construction or proceed with preselection of equipment, separate bidding documents will be required.
- Assistance with or coordination of pilot testing of process units.
- Construction-phase services. The construction schedule and sequencing are not well defined at this time. During final design, the construction will be better defined and a proposal for construction-phase services will be submitted.
- Modifications that may come from the Environmental review. Changes in the design or additional permitting required due to Environmental concerns raised by review agencies are not included in this scope.
- Additional services due to significant changes in the general scope of the Project resulting from the City's direction to reduce estimated probable construction cost.
- Additional services due to significant changes in the general scope of the Project, including, but not limited to change in size, complexity or character or caused by revisions to review agency guidelines and regulations or code requirements administered by the State of Nebraska or City of Seward or other entities based on revisions that occur after the project commences.
- Additional services in connection with the Project not otherwise provided for in this Agreement.

CITY RESPONSIBILITY

The City shall:

- Provide full information as to its requirement for the Project.
- Provide additional process monitoring data, as requested by SEH.
- Assist SEH by placing at SEH's disposal all available information pertinent to the Project.
- Guarantee access to and make all provisions for SEH to enter upon lands as required for SEH to perform the work under this Agreement.
- Assist in completing State, Federal, and local permit applications. As part of the bidding documents, SEH will prepare a Storm Water Pollution Prevention Plan (SWPPP) which will be required for the general construction stormwater permit.
- Obtain all permanent or temporary construction easements, if needed.
- Review sketches, estimates, drawings, specifications, proposals, and other documents presented by SEH, and inform SEH of all decisions and feedback within a reasonable amount of time so as not to delay SEH.
- Participate in design review meetings on a regular basis as proposed in this Agreement.
- Provide such fiscal, legal, accounting, and insurance counseling services as may be required for the Project.
- Assist SEH in preparation of Division 00 and 01 specifications in making fiscal, insurance, and legal decisions as necessary. These are the specifications that form the terms of the contract for construction.
- 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 all charges or fees associated with advertising the project.

SCHEDULE AND COST

SEH is prepared to complete this scope of work and is prepared to begin these efforts upon receipt of your writing authorization. SEH anticipates receiving this authorization to proceed by the week of October 11, 2021. Barring any unforeseen delays, the final design and bid documents will be completed for submittal to review agencies by August, 2022. Depending on agency review time, bidding documents will likely be complete by October or November, 2022.

Based on the scope of services described above, SEH proposes to complete the work on an hourly basis with an estimated not to exceed amount of \$1,263,484. The fee is broken down as follows:

Task	Hours
Task 1: Project Management and QA/QC	294
Task 2: Preliminary Design	559
Task 3: Design	6,189
Task 4: Bidding	758
Total	7,800

The proposed schedule is as follows:

Authorization to Proceed October 11, 2021
Kick-off Meeting October 20, 2021
Facility Plan Amendment Completion (submit to NDEE) February 2022
Initiate Final Design March 2022
30% Design Meeting May 2022
60% Design Meeting June 2022
90% Design Meeting, Submit to NDEE August 2022
Bidding Documents Complete October/November 2022

SUMMARY

SEH appreciates the opportunity to serve the City of Seward and its domestic, commercial, and industrial users. We look forward to continuing to partner with the City to deliver this exciting and critical project. Please contact me should you have any questions or requests for additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Colin Marcusen
Project Manager

clm/mrb

c: Jake Vasa, SEH

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.

REPORTS

1. City Administrator's Report - City Administrator Butcher

CITY ADMINISTRATORS REPORT – 10/5/2021

- Monitoring a number of street projects Waverly Road (continues pouring concrete), design work on East Seward and East Hillcrest.
- Covid-19 response to inquiries and issues.
- Working on finalizing grants for Petsource/Rail Campus – EOP.
- Assisting City Attorney with a number of real estate items.
- Met with local developer on Planning and Zoning options.
- Covid-19 Unified Command Calls
- Covid-19 Countywide Call with SCCDP
- Reviewed SEH Contract for Planning and Design of new wastewater plant.
- Met with SEH Engineer Jake Vasa and City Engineer on upgrades to Pinewood Ave from Highway 15 to N. Columbia.
- Reviewed a number of cemetery items and assisted with legal plot issues along with City Attorney.
- Reviewed updated utility pole attachment agreements with staff.
- Finalize City employee pickleball outing this fall.
- Fielded TIF questions from other towns.
- Helped finalize end of the year claims and related items.
- Met with all Department Heads about six month targets and goals at least 1 hour each.
- Met with parties interested in purchasing a rail campus lot.
- Reviewed all copier agreements and status with Capital Business Systems (our provider).
- Reviewed City Hall office spaces with the on coming Payroll Clerk being added to City Hall.
- Attended Safety Committee Meeting.
- Attended Golf Committee Meeting to review end of the year projects, budget, and winter items.
- Attended the E911 meeting.

The departments are working on the following projects to name a few:

Police Department

- Firearms training Monday.
- POAN/NSA Conference Sunday through Wednesday in Kearney.
- Filling vacancies for PO-I and CSO.

City Clerk/Human Resources/City Hall

- Looking at examples for updating the Seward Safety Committee By-Laws.
- Sending letters to employees by Oct. 15 who are eligible for Medicare.
- A conditional letter has been presented to the candidate for the Police Office I job.
- Request distributed with deadline of Oct. 1 for Performance Targets.

Water/Wastewater Department

- Finish jetting sewers in section 8, ongoing till completed.
- Manhole adjustment on Birch and Progressive Road.
- Start winterizing pool.
- Locate all water valves and sewer from Hillcrest and Eastridge Dr. to Bek Ave. and Eastridge.
- Seasonal clean up in RO Plant.

Parks and Rec/Cemetery/Golf/Pool

- Working on new targets that are due Friday.
- Last High School softball home game on Monday.
- Mowing and trimming parks and cemeteries.

Civic Center

- Teen Suicide Awareness Panel Wednesday.
- Meetings as usual and regular cleaning.

Electric Department

- Set poles on 1st & Oak and 9th & South.
- Change over banners downtown.
- Substation maintenance.

Street Department

- Cement work at 8th and Seward St.
- Work on Flood Levee Projects.
- Cement work at Pool and 14th St.
- Fill potholes.

Library

- Advertising, reviewing applications and setting up interviews for Library Clerk and Library Assistant I.
- Advertising for a new Custodian this week.

Building Inspection/Planning Department

- No October Planning Commission meeting.
- Municipal Building Remodel update: Anderson Construction stated the glass for the entry is on the way per a conversation with glass contractor, however no date was given.
- Windstream is dealing with the property owner at 29 Jackson Street about moving the communication line at the owner's expense.
- Several wall rebar inspections were scheduled this week for Concordia's Music Building.
- Inspections and plan reviews.

Engineering

- Excavate berm, ROW paperwork and sod for Waverly Road (City).
- Building subgrade, County meeting (Tues.) and monitor trash pickup for Waverly Road (County).
- Scan and survey, schedule kickoff meeting and aerial data from County for GIS updates.
- Design team contract negotiations and funding application for WWTP Upgrade.
- Review and comment on revised drawings for East Seward Street (County).
- Topo survey, comment on site plan and funding application for Water Tower.

Finance Dept.

- Distribute copies of final budget.
- Financial statement review with Greg.
- Prep for year-end and audit.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
STRATEGY SESSION**

1. Strategy Session with City Attorney to Provide Negotiation Guidance Concerning Real Estate Interests at the Commercial Rail Campus Development Area - City Attorney Hoffschneider

MOTION TO ADJOURN

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

Derek Bargmann, City Clerk

Date