



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

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**Tuesday, December 6, 2022**

**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, December 6, 2022, 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**

**MOMENT OF SILENCE FOR CITY EMPLOYEE TIM RICHTIG  
MINUTES**

1. Draft Minutes of November 15, 2022, City Council Meeting

**November 15, 2022**

The Seward City Council met at 7:00 p.m. on Tuesday, November 15, 2022, 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, Matt Stryson. Councilmembers Absent: John Singleton, Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Building/Zoning & Code Enf. Director Tim Dworak, and Police Sergeant Russ Frazey.

Notice of the meeting was given in advance thereof, and Mayor Eickmeier announced that a copy of the Open Meetings Act and tonight's agenda is posted in the meeting room and is accessible to members of the public. Mayor Eickmeier led those in attendance in the Pledge of Allegiance.

**CONSENT AGENDA CONSIDERATION ITEMS**

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$834,794.27)
4. Police Department Report
5. Draft Minutes of November 1, 2022, Council Meeting

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Stryson.

Nay: None. Absent: Singleton, Wilken. Motion carried.

**PUBLIC HEARINGS**

**1. PRESENTATION AND DISCUSSION OF FUNCTIONING AND PROGRESS OF THE SEWARD ECONOMIC DEVELOPMENT PLAN**

City Administrator Butcher noted that the last meeting of the Citizen's Advisory Review Committee (CARC) was held on August 3<sup>rd</sup> in which the current year through June 30<sup>th</sup> was reported. Mr. Butcher also noted that the CARC and \$0.005 sales tax would need to be re-authorized in 2023 via election. If the election fails to renew the sales tax, it would be sunsetted in June 2023.

Mayor Eickmeier opened the public hearing at 7:05 p.m. With no public comment received, the public hearing was closed at 7:05 p.m. No Council action was taken on this item.

**2. ORDINANCE TO VACATE A PORTION OF SUMARAN ESTATES SUBDIVISION PLAT, LOCATED IN THE N ½ OF THE SW ¼ OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M. OF SEWARD COUNTY, NEBRASKA**

Building/Zoning & Code Enf. Director Dworak indicated the request is a vacation of a plat in the extra-territorial jurisdiction (ETJ) that never materialized into a subdivision. He further noted that none of the planned infrastructure was ever established nor was the zoning designation revised from 'AG-Agricultural'. The Planning Commission unanimously approved the request to vacate the Sumaran Estates Subdivision plat.

Mayor Eickmeier opened the public hearing at 7:08 p.m. With no public comment received, the public hearing was closed at 7:08 p.m.

Councilmember Kamprath introduced Ordinance No. 2022-21. Councilmember Stryson moved, seconded by Councilmember Kolterman to dispense with the statutory rule. Councilmember Beck moved, seconded by Councilmember Kamprath, 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. 2022-22, AN ORDINANCE TO VACATE A PORTION OF SUMARAN ESTATES SUBDIVISION PLAT, LOCATED IN THE N1/2 OF THE SW1/4 OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M. SEWARD COUNTY, NEBRASKA AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Stryson.

Nay: None. Absent: Singleton, Wilken. Motion carried.

Councilmember Kolterman moved, seconded by Councilmember Miller that all ordinances be added to the permanent record.

November 15, 2022

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

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF A RESOLUTION TO REVISE FEES FOR CONTRACTOR LICENSING**

Mr. Dworak relayed that the Building & Zoning Office had not undertaken licensing for electrical contractors since 2019 when the State of Nebraska Electrical Board assumed those responsibilities. As such, after review of the current contractor licensing fees it was determined that the fee schedule should be updated to reflect the services that the Building & Zoning Office was currently performing.

Councilmember Kolterman introduced **Resolution 2022-31**, to update the fee schedule for contractor licensing as performed by the Building & Zoning Department. Councilmember Kamprath moved, seconded by Councilmember Stryson, to approve Resolution 2022-31.

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

**2. CONSIDERATION OF A COMMERCIAL GROUND LEASE WITH MANY VENTURES MINING, LLC WITHIN THE SEWARD RAIL CAMPUS**

City Administrator Butcher conveyed that the City was approached by Many Ventures Mining, LLC about the possibility of leasing City-owned ground for the purposes of establishing a site dedicated to data mining. The site proposed was determined to be favorable based on its proximity to the substation, which will be critical due to the large electric usage required by the site. The proposed agreement would span five (5) years and would benefit the City from the revenues generated from the high electric usage to operate the facility.

Councilmember Kamprath moved, seconded by Councilmember Kolterman, to approve a commercial ground lease with Many Ventures Mining, LLC as presented.

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

**3. AUTHORIZATION TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH THE SCHEMMER ASSOCIATES INC. FOR PRELIMINARY AND FINAL DESIGN OF STORM SEWER IMPROVEMENTS FOR PARK AVENUE (6<sup>TH</sup>-8<sup>TH</sup> STREETS) AND BRADFORD STREET (5<sup>TH</sup>-10<sup>TH</sup> STREETS**

City Engineer Oneby noted that in review of the project with engineer, The Schemmer Associates, Inc., it was determined that the project should be expanded to four sub-projects to meet current needs of the system and to coordinate with the reconstruction of Highway 15. The four projects are indicated on the one- and six-year plan in the following way: 1. Park Ave (1-year plan, project no. 3); #2. Bradford Street (1-year plan, project no. 4); #3. Bradford & Roberts (6-year plan, project no. 7); and #4. 8<sup>th</sup> Street/Hillcrest Drive (6-year plan, project no. 14).

Councilmember Stryson moved, seconded by Councilmember Miller to approve the amended professional engineering services agreement with The Schemmer Associates, Inc. as presented.

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

**4. AUTHORIZATION TO ENTER INTO AN ON-CALL MASTER SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR ENVIRONMENTAL SERVICES RELATED TO THE PLUM CREEK BRIDGE REPLACEMENT PROJECT**

Mr. Oneby relayed that the agreement presented would be for environmental assessment review services related to the Plum Creek Bridge Replacement Project. The firm, HDR Engineering, Inc., is on the State of Nebraska's shortlist for provision of these services; therefore, the City did not have to procure.

Councilmember Kamprath moved, seconded by Councilmember Stryson to authorize the City to enter into an on-call master services agreement with HDR Engineering, Inc. for environmental assessment review services.

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

**A. CONSIDERATION OF A RESOLUTION TO SIGN AN ENVIRONMENTAL SERVICES AGREEMENT WITH HDR ENGINEERING ASSOCIATES, INC.**

Councilmember Beck introduced **Resolution 2022-32**, to authorize the Mayor to sign an environmental services agreement with HDR Engineering Associates, Inc. Councilmember Kolterman moved, seconded by Councilmember Stryson, to approve Resolution 2022-32.

**November 15, 2022**

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

**5. APPROVAL OF PROFESSIONAL ENGINEER’S RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT TO GEHRING CONSTRUCTION FOR THE E SEWARD STREE IMPROVEMENTS PROJECT AND AUTHORIZATION TO ENTER INTO NEGOTIATIONS WITH GEHRING CONSTRUCTION**

Mr. Oneby noted that the bid opening for the E Seward Street Construction project occurred on November 8<sup>th</sup> and that the City had received five bids. Gehring Construction was the lowest bidder and is recommended by the City’s engineering firm (SEH, Inc.) as well as City Engineer Oneby to establish a construction contract. Further, it was noted that Gehring’s bid was over the engineer’s estimate; however, in the current climate of rising costs it is not unexpected that it would exceed the engineer’s estimate, which is reliant on historical data for similar work.

Councilmember Beck moved, seconded by Councilmember Kamprath, to approve the Engineer’s recommendation to award a construction contract to Gehring Construction for the alternate bid amount.

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

**6. AUTHORIZATION TO INCREASE THE RE-LEAF TREE PLANTING PROGRAM REIMBURSEMENT**

Mr. Butcher described how the current reimbursement for an applicant using this program is up to a \$75 reimbursement for a tree planted in the City right-of-way. The Tree Board has approved a recommendation to increase the reimbursement up to \$150 to account for the higher current costs of tree saplings. It is hoped that with a higher reimbursement it will encourage more tree plantings to grow the canopy. Councilmember Stryson, who served on the Tree Board for many years, was excited to see the encouragement of tree plantings through this change.

Councilmember Kamprath moved, seconded by Councilmember Kolterman, to approve the increase of the Re-Leaf Tree Planting Program reimbursement.

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

**7. UPDATE ON THE WELLNESS CENTER**

Mr. Butcher noted that the top three scorers responding to the Request for Qualifications will be interviewed soon with a recommendation to be presented to Council for award.

**CITY ADMINISTRATOR’S REPORT**

Councilmember Kolterman moved, seconded by Councilmember Stryson, that City Administrator Butcher’s report of November 15, 2022, be accepted.

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

**ANNOUNCEMENT OF UPCOMING EVENTS**

November 26 – Annual Christmas Festival

**MOTION TO ADJOURN**

Councilmember Stryson moved, seconded by Councilmember Kamprath, that the November 15, 2022, City Council Meeting be adjourned.

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

Adjourned approximately 7:51 p.m.

THE CITY OF SEWARD, NEBRASKA

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

\_\_\_\_\_  
Derek Bargmann  
City Clerk

**RECEIVE CERTIFICATION OF ELECTION**

# CERTIFICATE OF VOTE

STATE OF NEBRASKA )  
COUNTY OF SEWARD )<sup>SS.</sup>

TO: City of Seward

I, Sherry Schweitzer, County Clerk of Seward County do hereby certify the following is a true and complete extract of the abstract of the votes cast at the election held November 8, 2022 in this County, as canvassed by the canvassing board of this County, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge such ballots, including early voting ballots, have been voted, counted and canvassed in the manner provided by law.

Dated this 22<sup>nd</sup> day of November 2022.



  
Sherry Schweitzer, Seward County Clerk

**Candidates and Offices, Measures,  
Propositions and Issues**

**Votes Cast**

For Seward Mayor

Josh Eickmeier	1,588
Sid Kamprath	1,133

For City Council

Ward 1	Megan Kahler	526
	Kristi Ideus	319

Ward 2	Tatum L. Tonniges	436
	Dan Nottingham	321

Ward 3	Rich Wergin	288
	Ann Underwood	219

Ward 4	Karl Miller	338
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Seward Airport Authority

Alan B. Weigle	1,830
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**RECOGNITION OF SERVICE OF OUTGOING COUNCILMEMBERS  
MOTION TO ADJOURN  
REORGANIZATION/SEATING OF NEW COUNCILMEMBERS/CALL TO  
ORDER  
ROLL CALL**

**OATH OF OFFICE FOR NEWLY ELECTED OFFICIALS**

1. Administration of Oaths, Elected Body - City Clerk Bargmann
  - A. Joshua Eickmeier - Mayor
  - B. Megan Kahler - Councilmember, Ward 1
  - C. Tatum Tonniges - Councilmember, Ward 2
  - D. Rich Wergin - Councilmember, Ward 3
  - E. Karl Miller - Councilmember, Ward 4

**CONFIRMATION OF MAYOR'S APPOINTMENTS**

1. Confirmation of Appointed City Officials and Administration of Oath of Office - Mayor Eickmeier & City Clerk Bargmann
  - A. Greg Butcher - City Administrator (§ 85-5.1)
  - B. Kelly Hoffschneider - City Attorney (§ 85-6.1)
  - C. Nicholas Wolf - City Treasurer (§ 85-7.1)
  - D. Derek Bargmann - City Clerk (§ 85-8.1)
  - E. Michael Oneby - City Engineer (§ 85-10.1)
  - F. Robert Miers - Public Works Superintendent (§ 85-11.1)
  - G. Brian Peters - Chief of Police (§ 85-12.1)
  - H. Timothy Dworak - Building Inspector (§ 85-13.1)
  - I. Larry Ruether - Light Commissioner (§ 85-15.1)
  - J. James Kimsey - Fire Chief (§ 85-16.1)
2. Confirmation of Mayor Appointments of City Council Members to City Boards and Committees
  - A. As Liaison:
    - Civic Center Commission - Megan Kahler, John Singleton
    - Cemetery Board - Jessica Kolterman
    - Fire Department - John Singleton
    - Library Board - Rich Wergin, Jonathon Wilken
    - Park & Recreation Board - Matt Stryson, Tatum Tonniges
    - Planning Commission - Matt Stryson, Rich Wergin
    - Tree Board - Rich Wergin
  - B. As Appointment:
    - Aging Services Commission - Tatum Tonniges
    - CDBG Application Review Board for Economic Development (Program Loan Reuse) - Jonathon Wilken
    - Seward County Chamber & Development Partnership - Megan Kahler for a 3-Yr Term
    - E911 Board - Jessica Kolterman, John Singleton
    - Seward Foundation - Karl Miller, Tatum Tonniges
    - LB840 Sales Tax Application Review Board for Economic Development - Megan

Kahler, Karl Miller

Personnel, Finance & Audit Committee - Jessica Kolterman, Karl Miller, Matt  
Stryson, Jonathon Wilken

Seward/Saline County Solid Waste Agency - John Singleton

Rail Campus Development Review Committee - Karl Miller, Matt Stryson

**ELECTION OF COUNCIL PRESIDENT**

**CONSENT AGENDA**

1. Claims & Payables Reports

CLAIMS LIST

12-6-22

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 Inc	SU	88.53
ARPS	FA	6,249.25
Awards Unlimited Inc	MC	156.00
Bargmann Derek	RI	7.00
Bern's Body Shop	RE	115.42
Birkels Rock And Gravel	SU	2,150.25
Blue Cross Blue Shield Ne	BE	64,104.59
Blue River Electric LLC	BU	656.29
Border States Industries	SU	406.60
Callaway Golf	MH	419.38
Campbell Cleaning	SE	1,055.00
Capital Business-Dallas	MA	809.13
Central States Hydraulic	RE	5,747.77
Chase Card Service		9,214.82
Amazon	SU	779.48
Blue360 Media	SU	362.44
Checksforless.com	SU	32.75
Constant Contact	SE	20.00
Dollar General	SU	19.70
Dragon Palace	ML	157.80
Embassy Suites-Olathe	TG	459.32
Emergency Solutions	SE	168.68
Epic Sports	SU	1683.35
Facebook	SE	184.13
First Aid and Safety On	BU	71.31
Grainger	GU	220.63
GWORKS	SU	444.54
Industrial Outfitters	UN	1626.31
La Carreta	ML	307.50
La Quinta	TG	265.20
Microsoft	MS	212.13
N-EAR	SU	164.99
NE Rural Water Assoc	TG	200.00
NWEA	TG	315.00
Pacific Coast Lab	SU	107.35
Runza	ML	250.94
Sam's Club	SU	126.25
Sparetime Lounge	ML	130.00
Truck Center	SU	26.93

USPS	PO	18.55	
Valentino's	ML	163.74	
Walmart	SU	483.77	
Wanda's Kitchen	ML	46.00	
WEF	MS	150.00	
Zoom	MS	16.03	
City Seward Buildings/Gr	RI		3,000.00
City Seward Electric Fund	UT		36,673.13
City Seward Library Petty	PO		178.62
City Seward Payroll Accou	SA		355,846.63
Commonwealth Electric Co	MA		3,923.67
Continental Fire/Alarm/De	MA		195.00
Core Robert	SE		250.00
Empire Netting & Fence	FA		20,800.00
Fast Mart	GS		18.93
Fastenal Company	SU		827.74
Foreup Golf Software Inc	IT		455.00
G & P Development Landfil	SE		414.14
Galls LLC	UN		94.87
Gehring Construction	CI		87,384.29
Gerhold Concrete Co Inc	RE		1,586.18
Grainger Inc	BU		858.42
Great Plains Communicatio	SE		490.00
Hach Company	SU		221.63
Hireright LLC	MS		310.50
Hobson Automotive & Tire	RE		477.00
Hoffschneider Law PC LLO	SE		4,750.00
Home Depot Pro	SU		397.64
Husker Electric Supply Co	SU		6,374.90
Int'L Public Management	SU		555.75
Klimm Trevor	RE		500.00
Last Mile Network Consult	IT		165.30
Lincoln Tree Service Inc	SE		450.00
Lincoln Winwater Works	RE		386.54
Logan Contractors Supply	EQ		959.48
Memorial Health-Drug	SE		140.00
Menards North	BU		827.61
Merchant Job Training & S	TG		550.00
Mid-American Benefits Inc	BE		3,742.60
Midwest Auto Parts	RE		15.24
Midwest Service & Sales	SU		5,124.88
Municipal Supply Omaha	IV		1,098.61
Nebraska D A S Acct Ocio	MA		245.00
Nebraska Dept Env/Energy	CI		663.75
Nebraska Equipment Inc	RE		492.81
Nebraska Health Environme	MA		108.00
Nebraska Pub Pow-Desmoine	UT		389,891.81
Nebraska Rural Electric A	TG		1,185.00
Nextlink	SE		100.00
Norris Public Power Distr	UT		1,265.22

Northern Safety Co Inc	UN	157.16
Odeys Inc	GU	22,296.00
Olsson	CI	11,335.15
Oneby Michael	MI	352.50
Onsolve LLC	MS	2,213.04
O'Reilly Automotive Inc	SU	132.97
Orscheln Farm & Home	SU	1,267.09
Osten Tasha	TG	150.00
Peters Brian	MI	336.25
Police Chiefs Assoc Of Ne	MS	100.00
Police Officers Assoc Neb	MS	200.00
Policky Brandon A	RI	92.06
Positive Concepts	SU	241.88
Principal Financial Group	BE	2,410.87
Quill Corp	SU	615.46
Rood Abby	TG	250.00
Rose Equipment Inc	SU	481.92
Roth Kirby	MC	1,200.00
Schemmer Architects Engin	CI	800.00
Seward County Ema	SU	6.00
Seward Electronics	SU	9.90
Sid Dillon - Crete	FA	50,839.50
Spickelmier & Son Inc	SU	1,440.00
Sports Express	SU	70.00
Stepp Nate	SE	150.00
Subsurface Solutions	OP	11,674.77
That Tuning Guy	SE	130.00
Time Warner/Spectrum	SE	786.18
Titan Machinery	RE	420.47
U S Cellular	SE	262.21
Verizon Wireless	SE	222.63
Wake James Stephen	FA	1,950.00
Wesco Distribution Inc	SU	1,027.20
York Equipment	EQ	5,373.76
Zimco Supply Co	GU	3,200.20
	CLAIMS TOTAL	\$1,147,371.09

## 2. Seward County Chamber & Development Partnership Report

# QUARTERLY REPORT SUMMARY

**Prepared for SCCDP Members • November 2022**

- Seward/Lincoln Regional Rail Campus named BNSF Certified Site (<https://www.bnsf.com/newsmedia/news-releases/newsrelease.page?reId=bnsf-railway-announces-four-new-certified-sites>).
- Advocated at Geocharged public hearing for conditional use permit at Seward County Commissioners, which supported an anticipated \$17 million economic development project along with an anticipated 26 new jobs created.
- Connected available land on Seward Rail Campus for Many Ventures Mining data center project with an anticipated usage of over 0.5 MW of power with City of Seward Electric Department.
- Finalizing master plan for Pitsch Site in Seward, which is a 92.76-acre commercial development property through the NPPD Site Ready Assistance Program grant.
- Celebrated ALLO Fiber groundbreaking in Milford to build fiber-to-the-home.
- Finalized next SCCDP multi-year strategic plan with the Board of Directors after focus groups and membership surveys to set priorities in partnership with Mission Matters (strategic plan facilitator).
- Hosted site visit on September 13 with Kim Andreasen, CEO from WCR at Seward Rail Campus, October 5 with hotel developer in Seward, October 21 for metal manufacturer at Seward Rail Campus, and November 1 with Geocharged at various temporary warehouse locations in Seward County.
- Installed lighting (Illuminate Seward campaign) on 10 historic downtown buildings with new LEDs.
- The SCCDP launched Seward County Rising Stars Leadership Development Program to create a training opportunity for next generation leaders to grow their skills and network and to support local businesses and their succession planning needs.
- The SCCDP selected and is distributing \$78,500 federal grant and \$10,000 private foundation grant through Nebraska Children & Families Foundation to partner with local child care service providers in Seward County to build capacity to serve more children (will be accepting additional infant and overnight care for children).
- The SCCDP hosted two mentor nights, served as one of the sponsors, and helped select finalists to support Concordia University's Catalyst Competition, which includes a 90 second business pitch contest for students and community members during the fall semester. Friday, December 2 will be the finals pitch night held at Concordia University at 7 p.m.
- Submitted two proposals for Project Singularity (semiconductor manufacturer) for Seward Rail Campus, Project Cultivate (ag chemical manufacturer) for multiple sites (Seward Rail Campus, Knox Site, and Northwest Milford Site), and Project Move (dairy processor) for Seward Rail Campus, Seward I-80 Exit Site, and Northwest Milford Site.
- The SCCDP hosted events including Gathering on the Bricks (arts and culture festival including Farm to Table event on September 24-25), SCCDP Professional Development Luncheon about Child Care and Impact on Business on September 27, Beck's Hybrids Flag Raising Ceremony on October 13, SCCDP Coffee & Contacts/Lunch & Learn/Business After Hours with Many Ventures Mining on October 14, and various ribbon cuttings for new or expanding businesses (Bagels & Joe and Seward Jazzercise).

**QUESTIONS OR FOLLOW UP?**

**CONTACT:**

**JONATHAN JANK**

**402-570-8020**

**THANK YOU TO OUR QUARTERLY REPORT  
SUMMARY SPONSORS!**

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— BANK & TRUST —

**JonesBank**

# MEET THE TEAM



## DIRECTOR OF MEMBERSHIP, HARRISON HELMER

• The Director of Membership is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining current relationships with members while seeking new membership and sponsorship opportunities for the SCCDP. This position helps the President & CEO work to fulfill the Vision Statement 2035.

## DIRECTOR OF MARKETING & STORYTELLING, LEANNE MILLER

• The Marketing & Events Director is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to marketing/communications. This position helps the President & CEO work to fulfill the Vision Statement 2035.



## COMMUNITY AFFAIRS DIRECTOR, JACOB JENNINGS

• The Community Affairs Director is responsible for working with the Seward County Chamber & Development Partnership (SCCDP) President & CEO, members, and community volunteers to create strategies to strengthen Seward County's workforce and housing development activities and find solutions to relevant community issues. This position also leads SCCDP's legislative efforts including building relationships with elected officials and advocating for policies, regulations, and programs which benefit the Seward County business community. This position helps the President & CEO work to fulfill the Seward County Vision Statement 2035.

## EXECUTIVE ASSISTANT & EVENTS PLANNER, DONNA HENDRICKSON

• The Events Planner & Executive Assistant is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining SCCDP's office systems and equipment, including ensuring bookkeeping and payroll are completed by an accounting contractor on a weekly basis, responding to general communications, planning/coordinating all SCCDP events, helping members and visitors feel welcome, and providing administrative support as needed. This position helps the President & CEO work to fulfill the Vision Statement 2035.



## PRESIDENT & CEO, JONATHAN JANK

• The President & CEO is the chief executive officer of the Seward County Chamber & Development Partnership (SCCDP) and directs all activities necessary to meet the objectives and implement policy, as established by the Board of Directors. This executive position is accountable for the effective and efficient operation of all organizational activities of the SCCDP to move Seward County forward to fulfill the Vision Statement 2035. Reports to the SCCDP Board of Directors; responsible for leadership and development of professional staff members.



## SCCDP President & CEO's Report for the Board Meeting on November 21, 2022

### SCCDP Summary Development Highlights from Quarter 4 of 2022

- Seward/Lincoln Regional Rail Campus named BNSF Certified Site (<https://www.bnsf.com/news-media/news-releases/newsrelease.page?reld=bnsf-railway-announces-four-new-certified-sites>)
- Advocated at [Geocharged](#) public hearing for conditional use permit at Seward County Commissioners, which supported an anticipated \$17 million economic development project along with an anticipated 26 new jobs created.
- Connected available land on Seward Rail Campus for Many Ventures Mining data center project with an anticipated usage of over 0.5 MW of power with City of Seward Electric Department.
- Finalizing master plan for Pitsch Site in Seward, which is a 92.76-acre commercial development property through the NPPD Site Ready Assistance Program grant.
- Celebrated ALLO Fiber groundbreaking in Milford to build fiber-to-the-home.
- Finalized next SCCDP multi-year strategic plan with the Board of Directors after focus groups and membership surveys to set priorities in partnership with Mission Matters.
- Hosted site visit on September 13 with Kim Andreasen, CEO from WCR at Seward Rail Campus, October 5 with hotel developer in Seward, October 21 for metal manufacturer at Seward Rail Campus, and November 1 with Geocharged at various temporary warehouse locations in Seward County.
- Installed lighting (Illuminate Seward campaign) on 10 historic downtown buildings with new LEDs.
- The SCCDP launched Seward County Rising Stars Leadership Development Program to create a training opportunity for next generation leaders to grow their skills and network and to support local businesses and their succession planning needs.
- The SCCDP selected and is distributing \$78,500 federal grant and \$10,000 private foundation grant through Nebraska Children & Families Foundation to partner with local child care service providers in Seward County to build capacity to serve more children (will be accepting additional infant and overnight care for children).
- The SCCDP hosted two mentor nights, served as one of the sponsors, and helped select finalists to support Concordia University's Catalyst Competition, which includes a 90 second business pitch contest for students and community members during the fall semester.
- Submitted two proposals for Project Singularity (semiconductor manufacturer) for Seward Rail Campus, Project Cultivate (ag chemical manufacturer) for multiple sites (Seward Rail Campus, Knox Site, and Northwest Milford Site), and Project Move (dairy processor) for Seward Rail Campus, Seward I-80 Exit Site, and Northwest Milford Site.
- The SCCDP hosted events including Gathering on the Bricks (arts and culture festival including Farm to Table event on September 24-25), SCCDP Professional Development Luncheon about Child Care and Impact on Business on September 27, Beck's Hybrids Flag Raising Ceremony on October 13, SCCDP Coffee & Contacts/Lunch & Learn/Business After Hours with Many Ventures Mining on October 14, and various ribbon cuttings for new or expanding businesses (Bagels & Joe and Seward Jazzercise).
- Connected resources for LB 840, TIF, grants, and/or available building & land to various business owners including companies that want to start or expand two retail businesses in downtown Seward (clothing and gifts), two developers wanting to construct smaller commercial spec buildings in Seward, tech consulting business in Seward, three businesses looking for warehouse space in Seward County (ag seed and two commercial/residential contractors), three downtown service businesses looking for programs and space for growth (hair stylist, commercial/residential contractor, and financial services), data mining in Seward Rail Campus, manufacturer of electro-chemicals, truck wash targeted to support ag operations, renovation of historic house in Seward, rental property in Seward, massage therapist in downtown Seward, selling family ground for industrial growth in Seward, connecting students with local art opportunities in Seward County, wrestling club in Seward, wedding/event reception venue in

Seward County, photovoltaic systems manufacturer in Seward (looking for 270,000 to 300,000 square feet), housing developer in Milford, and local church in Seward identifying and serving needs of the community.

- See below for example of weekly Entrepreneurial Operating System (EOS – Vision/Traction Organizer) that our staff is implementing on a weekly basis to ensure SCCDP three-year strategic plan (2020-2022) is being executed.

### President & CEO Activities

- Posted position opening for SCCDP Director of Marketing & Storytelling. Candidate interviews will start next week.
- Annual Report and Annual SCCDP Funding Request to Milford City Council on September 6, Utica Village Trustees on September 12, and Seward City Council on September 20. All approved public sector funding requests to meet SCCDP 2022 budget goals.
- Featured and interviewed on multiple articles in Seward County Independent (multi-year strategic plan successes, Seward County Rising Stars Leadership Program, Christmas Festival, and Illuminate Seward), Rural Prosperity Nebraska (Marketing Hometown America), Concordia University, Nebraska marketing materials (economic impact of CUNE on local community), etc. Recorded Talk Seward County podcast episode with Ben Benson of Many Ventures Mining.
- The SCCDP accepted five Internet Service Provider responses to the Seward County Broadband RFI. Will move to RFP in partnership with Commissioners to seek funding partnership opportunities to fill broadband connectivity gaps in Seward County.
- Continuing to coordinate with contractors to clean up and repair building owned by SCCDP at 1313 285<sup>th</sup> after June 14 hail storm.
- Responding to many individual requests for available rental properties in Seward County and trying to connect them with local landlords.
- Responded to Federal Reserve to respond to local bank audit questions about community impact.
- Presented about community partnerships with Seward County Bridges in Goehner on August 25, Utica senior care facility business plan project to Concordia University, Nebraska (CUNE) students on September 13, positive impact of agriculture/economic development/chamber of commerce on Seward County to AGRI 100 Ag in the World CUNE students on September 14, positive impact of economic development/chamber of commerce on Seward County to pre-seminary and pre-deaconess CUNE students on October 5, Rising Stars Leadership Development Program to Seward County Commissioners on October 11, housing/development projects/etc. to Seward Junior Women's Club on November 8, SCCDP merger process to St. Paul Development Corporation and St. Paul Chamber of Commerce on November 15, panel speaker on the topic "Housing: What does success look like?" at Nebraska Chamber of Commerce Economic Development Summit on November 15, served as a Workforce Thought Leader at Nebraska Community Foundation's People Recruitment Summit on November 18, and advocating for multiple other economic development projects at various public meetings.
- Serving as Chairperson for Nebraska Economic Developers Association (NEDA) Scholarship Committee to represent SCCDP and Seward County, Past President for Nebraska Chambers Association, Seward County Bridges Board of Directors, and finished term as Past President for the Kiwanis Club of Seward Board of Directors.

- Working multiple economic development project business expansion projects across Seward County (see notes above for Seward Rail Campus proposal submissions and other site developments; see below for various meetings attended to coordinate project efforts).

### Meetings/Events Attended

- Attended wellness training at Concordia University, Nebraska (CUNE; 8/16)
- Meeting with Bobbi McVey-Blath (8/16, 8/30, 10/17)
- Seward City Council (8/16, 9/20, 10/4, 10/18, 11/1, 11/15)
- Tour of CUNE campus, Seward Rotary Club, and Seward County Business Leaders meeting with Congressman Mike Flood (8/17)
- Seward County Broadband Meetings with Various Internet Service Providers (8/17, 9/9, 9/20, 9/21)
- Meeting with Gage Smith (8/18)
- Meeting with Roger Pletcher and Greg Butcher (8/18)
- Seward 4<sup>th</sup> of July Committee (8/18, 9/15, 10/20)
- Meeting with Lizz Dell (8/19)
- Volunteer at Milford Fund Days (8/20)
- Meeting with Jeff and Glenda Schulz (8/23, 9/23)
- Meeting with Jeanne Wiemer (8/23)
- Meeting with Darrell Zabrocki and Vinny Bittinger (8/23)
- Meeting with Lisa and Darek Kouma (8/24)
- Kiwanis Club of Seward Board Meeting (8/24, 9/28)
- Attended Nebraska Chamber Federal Legislative Summit (8/25)
- Meeting with David Kamran from SCC about broadband (8/26)
- Meeting with Shane Baack (8/26, 11/4)
- Meeting with BNSF and Site Selectors Group representatives about BNSF Certified Sites program (8/29)
- Meeting with Lindsay Bartlett (8/29)
- Meeting with Steve Jantze and Ryan Funke (8/29, 9/26)
- Meeting with Greta Leach from Mission Matters about SCCDP multi-year strategic plan (8/30, 11/8)
- Meeting with Annette Anschutz and Amanda Geidel (8/30)
- Meeting with Utica Commercial Club (8/30)
- Meeting with Josh Eickmeier and Greg Butcher (8/30)
- Meeting with Heidi Hagel Braid from First Children's Finance (8/31)
- Interview with Seward County Independent (8/31, 9/13, 11/2)
- Meeting with Lance Larsen (8/31)
- Meeting with Mike Tjepkes and Kelli Vondra (9/1)
- Monthly report to Seward County Commissioners (9/6, 11/1)
- Meeting with Troy Bridgford (9/6)
- Meeting with Lance Larsen and Leah Daehling (9/6)
- Meeting with Dave Roth (9/6)
- Milford City Council (9/6)
- Meeting with Trent Kruse (9/7, 10/24)
- NPPD Site Ready Assistance Program training (9/7)
- Meeting with Marilyn Hladky (9/7)
- Meeting with Anthony Aerts (9/7)

- Meeting with company met at Community Venture Network (9/8)
- Meeting with Seward Rail Campus Committee (9/8)
- Meeting with Greg Butcher and Ben Benson (9/8, 9/23, 11/3)
- Meeting with Jason and Devori at Walmart (9/9)
- Meeting with Shannon Meyer (9/9, 10/19)
- Seward County First Impressions Working Group (9/12, 10/10, 11/14)
- Meeting with Marguerite Himmelberg and Liz Steinhour (9/12)
- ALLO Fiber Groundbreaking in Milford (9/12)
- Utica Village Trustees (9/12)
- Geocharged public hearings for conditional use permit at Seward County Commissioners (9/13, 9/20)
- Presented to CUNE Business Plan class students about Utica senior care facility project (9/13)
- Site visit with Kim Andreasen from WCR (9/13)
- Nebraska Department of Economic Development networking event at Husker Harvest Days (9/13)
- Meeting with Tera from Junior Achievement (9/14)
- Meeting with Vinny Bittinger (9/14)
- Presented to CUNE AGRI 100 Ag in the World students (9/14)
- Meeting with Brady Johnson (9/14)
- Meeting with Terry Schoen and Carla Thompson (9/15)
- Meeting with Seward County CRRSA application review committee (9/15)
- Quarterly goals meeting with Harrison Helmer (9/16)
- Thriving Children, Family, and Communities Conference in Kearney (9/19-9/20)
- Meeting with Concordia Catalyst Competition Committee (9/20, 10/18, 11/8)
- Meeting with Ann Penas (9/20)
- Meeting with Terry Wicht (9/21, 9/26)
- Meeting with Kendall Nitzsche (9/21, 11/2)
- Meeting with Kevin Zadina (9/22, 11/17)
- Meeting with Utica and York Fire Departments about former Utica Care Center Razing (9/22)
- SCCDP Gathering on the Bricks and Farm to Table Event (9/24-9/25)
- Seward County League of Women Voters Candidate Night (9/25)
- Meeting with Chad Arens and Andrew Uden (9/27, 10/12)
- SCCDP Professional Development Luncheon about Child Care and Impact on Business (9/27)
- Quarterly goals meeting with Donna Hendrickson (9/27)
- Meeting with Tim Dworak and Bob Miers (9/28, 10/12, 10/26)
- Meeting with Andrew Norman (9/28)
- Meeting with Tressa Scott (9/28)
- Meeting with Katie Kirkpatrick (9/28)
- Meeting with David Orrick (9/28)
- Rembolt Ludtke LLP Community Open House (9/28)
- Quarterly goals meeting with Leanne Miller (9/29)
- Quarterly goals meeting with Jacob Jennings (9/29)
- CUNE Seward Leadership Luncheon (9/29)
- SCCDP team quarterly planning meeting and team bonding (9/30)
- SCCDP Ambassadors ribbon cutting for (Bagels & Joe on 9/30; Seward Jazzercise on 10/5)

- Podcast interview with Ben Benson from Many Ventures Mining (10/3)
- Concordia Catalyst Competition Mentor Night (10/3)
- Communities for Kids Conference in Wood River (10/4)
- Meeting with Greg Butcher (10/4)
- Meeting with Jallah Bolay (10/5)
- Meeting with Jake Vasa (10/5)
- Site visit with hotel developer (10/5)
- Meeting with Aida Hickman and Pedro DeLaPaz (10/5)
- Presentation to CUNE pre-seminary and pre-deaconess students (10/5)
- Meeting with Anthony Montag (10/6)
- Video Interview with Russell Shaffer from Rural Prosperity Nebraska (10/6)
- Attended Funeral for Mel Bolte (10/10)
- Meeting with Roger Montag (10/10)
- Meeting with Karen Sabatka (10/10)
- Presentation to Seward County Commissioners about Rising Stars Leadership Development Program (10/11)
- Meeting with Suhr & Lichty Insurance Team (10/11)
- Attended Funeral for Rob Holland (10/12)
- Meeting with Laurie Sherman (10/12, 10/28, 11/8)
- Meeting with Jennifer Peters (10/12)
- Meeting with Steve Palandri (10/13)
- Presented at Beck's Hybrids Flag Raising Ceremony (10/13)
- SCCDP Coffee & Contacts and Lunch & Learn with Many Ventures Mining (10/14)
- Meeting with Keaton Kucera (10/14)
- Meeting with Lindsay Meyer (10/14)
- Meeting with Michelle Meyer (10/17)
- Seward County Broadband Task Force (10/17)
- Meeting with John Hughes and Patty Jane Roth (10/17)
- Meeting with Tess Riley (10/17)
- Seward County Planning Commission (10/17, 11/7)
- Meeting with Kris Chapp (10/18)
- Meeting with Lyndsy Jenness (10/19)
- Health & Wellness Working Group (10/19)
- Meeting with John Levy (10/19)
- Meeting with Abby Redfield (10/20)
- Meeting with Jason Ball (10/20)
- Meeting with Andrew Fenton (10/20)
- Meeting with Rod Schroeder (10/21)
- Meeting with Bernard Bull (10/21)
- Site Visit with Metal Manufacturer at Seward Rail Campus (10/21)
- Meeting with Ed Koster (10/24)
- Meeting with Mary Reetz (10/24)
- Meeting with Paul Mueller (10/25)

- Meeting with Jeanne Schoen (10/25)
- Meeting with Michael Dwiggins and Oliver Borchers-Williams to review Broadband RFIs (10/25)
- Meeting with Max Wake, Michelle Spahr, and Kelly Kumm (10/25)
- SCCDP Finance Working Group (10/25, 11/17)
- Nebraska Chambers Association Fall Conference in Columbus (10/26-10/28)
- Meeting with Jason Mann (10/26)
- Meeting with Roger Reamer (10/26)
- Presented at Nebraska Chambers Association Fall Conference about Seward County Gift Card Program (10/28)
- Meeting with Gregg Nelson (10/28)
- Meeting with Abby Redfield and Lindsay Bartlett (10/31)
- Meeting with Rich Gokie (10/31)
- SCCDP Personnel & Board Policies Working Group (10/31)
- Site visit with Geocharged (11/1)
- Meeting with Angela Mueller (11/2)
- Meeting with Josh Struble (11/3)
- Meeting with Carsten Mlady (11/3)
- SCCDP Membership, Marketing, and Fundraising Working Group (11/3)
- Meeting with John Owens, Brady Johnson, and Adam Greenquist (11/4)
- Meeting with Hayley Kaiser (11/7)
- Meeting with David Kumm and Bernard Bull (11/7)
- Meeting with Milford Chamber of Commerce Board of Directors (11/7)
- Presentation to Seward Junior Women's Club (11/8)
- Meeting with Terry Hawley and Brad Levich (11/8)
- SCCDP Business & Government Affairs Working Group (11/8)
- Training for Nebraska Community Foundation People Attraction Summit (11/9)
- Meeting with Xavier Jackson (11/9)
- Meeting with Greg Mueller (11/10)
- Meeting with Maven Homes (11/10)
- Meeting with Jake Vasa and Utica Community Leaders about Former Utica Care Center Subdivision Design (11/10)
- Meeting with Corey Eckley and Josh Hans (11/10)
- SCCDP Office Closed on Veterans Day (11/11)
- Working on Christmas Festival parade floats (11/12)
- Meeting with Jan Bruick and Jeannette Neiman (11/14)
- Meeting with Chris Shipley (11/14)
- SCCDP Executive Committee Meeting (11/14)
- City of Seward Planning Commission (11/14)
- Presentation to St. Paul Development Corporation and St. Paul Chamber of Commerce (11/15)
- Attended Nebraska Chamber of Commerce Economic Development Summit in Lincoln (11/15)
- Panel speaker on the topic "Housing: What does success look like?" at Nebraska Chamber of Commerce Economic Development Summit (11/15)
- Exit interview with Leanne Miller (11/16)

- Meeting with Aida Hickman (11/17)
- Meeting with Nebraska Economic Developers Association Scholarship Committee (11/17)
- Attended Nebraska Community Foundation People Attraction Summit in La Vista (11/18)
- Served as Workforce Thought Leader at Nebraska Community Foundation's People Recruitment Summit (11/18)
- Meeting with Darl Naumann (11/18)
- SCCDP Full Board Meeting (11/21)
- Quarterly Meeting with Representatives of Seward County Planning Commission (11/21)

### Summary of What Each Staff Member Does at the SCCDP

#### Director of Marketing & Storytelling, Leanne Miller

- The Marketing & Events Director is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to marketing/communications and all aspects of event planning and execution. This position helps the President & CEO work to fulfill the Vision Statement 2035.

#### Director of Community Affairs, Jacob Jennings

- The Community Affairs Director is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to housing, workforce development, government affairs, and economic development activities. This position helps the President & CEO work to fulfill the Seward County Vision Statement 2035.

#### Director of Membership, Harrison Helmer

- The Membership Director is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining current relationships with members while seeking new membership and sponsorship opportunities for the SCCDP. This position helps the President & CEO work to fulfill the Vision Statement 2035.

#### Events Planner & Executive Assistant, Donna Hendrickson

- The Events Planner & Executive Assistant is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining SCCDP's office systems and equipment, including ensuring bookkeeping and payroll are completed by an accounting contractor on a weekly basis, responding to general communications, planning/coordinating all SCCDP events, helping members and visitors feel welcome, and providing administrative support as needed. This position helps the President & CEO work to fulfill the Vision Statement 2035.

#### President & CEO, Jonathan Jank

- The President & CEO is the chief executive officer of the Seward County Chamber & Development Partnership (SCCDP) and directs all activities necessary to meet the objectives and implement policy, as

established by the Board of Directors. This executive position is accountable for the effective and efficient operation of all organizational activities of the SCCDP to move Seward County forward to fulfill the Vision Statement 2035. Reports to the SCCDP Board of Directors; responsible for leadership and development of professional staff members.

## SCCDP's Vision/Traction Organizer

### Vision

Core Values: Integrity – Respect – Leadership – Giving/Philanthropy – Planning for our Future

Core Focus: Purpose/Cause/Passion: Cultivate Seward County

SCCDP Mission Statement: As a public and private partnership, the Seward County Chamber & Development Partnership is the caretaker and steward of fulfilling the Seward County Vision Statement 2035, which is daily carried out through chamber of commerce and economic development work.

Our Niche: See what could be

10-Year Target: 2035 Vision Statement: Seward County is a pro-active and collaborative area with vibrant, welcoming, family-friendly, and safe communities, recognized for pillars of strength in agriculture, arts and culture, business, education, entrepreneurship, government, and healthcare. We are a destination location for business, visitors, and residents within the greater metropolitan area and an active partner in the region. Our residents enjoy picturesque and diverse neighborhoods, viable main streets, outstanding recreational opportunities, active civic life, faith-based living, and quality housing and employment choices. The private and public sectors are united and citizens are engaged for the betterment of all Seward County.

Marketing Strategy: Three Uniques: Successful Dreamers – One-Stop-Shop – Nimble

Proven Process:

Discover – About you, about SCCDP, how can we help?, goals and objectives

Brainstorm – Tools, resources, metrics, team, barriers

Strategize – Assist with planning, develop tactics

Execute – “Connect dots”, be present (i.e. public meetings), implement strategy

Support – Follow up, communicate, adjust

Guarantee: We will execute on the 2020-2022 SCCDP strategic plan.

3-Year Picture: Future Date: 12/31/2022

Revenue: \$468,027.51

Profit: \$18,549.16

Measurables: Have we met goals and are we launching into the next strategic plan?

What does it look like?

Quality growth plan developed with strategic partners

Ready to launch into next 3-year strategic plan  
Infrastructure and workforce needs determined to support growth rate  
Working toward becoming a Certified Welcoming County  
Health and well-being in Seward County has increased  
Brain drain goals have been developed and implemented  
Number of workforce housing options have increased  
Programs developed to assist succession planning needs

## Traction

1-Year Plan: Future Date: 12/31/2022

Revenue: \$493,850.76

Profit: \$6,452.24

Measurables: Ready to launch into the next SCCDP multi-year strategic plan

Goals for the year:

1. The strategic partners will have developed a plan to begin to address quality growth needs.
2. Ready to launch into the next three-year strategic plan implementing quality growth initiatives.
3. The strategic partners will have determined the infrastructure and workforce needs to support this growth rate.
4. Seward Co. is working toward becoming a Certified Welcoming county designation through Welcoming America (<https://www.welcomingamerica.org/programs/certification>).
5. The health and well-being of Seward Co. has increased as measured by Four Corners Health Department (collaborating with the Nebraska Public Health Improvement Plan).
6. A plan has been developed and implementation strategies are being worked on by strategic partners to meet brain drain reduction goals (direct benefits are increased to local taxpayers and employers).
7. The number of workforce housing options (rent and own), reflecting the Seward County Vision Statement 2035, have increased (measured by permits).
8. Multiple programs have been developed to assist Seward Co. employers to address the “silver tsunami” through succession planning efforts to meet their future workforce needs.

## 4<sup>th</sup> Quarter

Revenue: \$240,520.99

Profit: \$120,227.61

Measurables: Mark 8 Boxes

Rocks for the quarter/who:

1. Board-approved strategic plan; one-year workplan developed (Quality Growth – JJ)
2. Three podcasts, one story, welcoming video planning (Welcoming County – LM)
3. Promote & experience adult rec opportunities (Workforce – HH)
4. Execute on ESU 6 agreement (Workforce – JA)
5. Complete three career experience videos (Workforce – LM/HH)
6. Complete Utica design; distribute remaining \$500k RWHF (Workforce – JA)
7. Launch Rising Stars and coordinate logistics (Workforce – DH)
8. Accomplish 2023 private sector membership campaign; schedule 50+ meetings (HH/DH)

**Director of Marketing & Storytelling’s Report (Leanne Miller – Last day with SCCDP was November 18)**

## Meetings/Events Attended

- 8/8/22 - Meeting with MICONEX
- 8/8/22 - Meeting at SCC regarding job fairs
- 8/11/22 - Interview with SCI regarding Gathering on the Bricks
- 8/12/22 - Chefs meeting for Gathering on the Bricks
- 8/15/22 - Attended SPS Back to School Breakfast
- 8/15/22 - Meeting with MICONEX regarding ShipStation
- 8/15/22 - SCCDP Q3 Board Meeting
- 8/16/22 - SCVB August Meeting
- 8/19/22 - Sold gift cards at CUNE move in day
- 8/23/22 - Meeting with Jeanne Weimer
- 8/24/22 - Meeting with Christy at Om Shanti
- 8/29/22 - Call with BNSF
- 8/29/22 - Filming at KTMX
- 8/30/22 - Zoom meeting with Greta Leach
- 8/31/22 - Interview with SCI regarding SCCDP past 3 years
- 9/2/22, 9/9/22, 9/16/22, 10/6/22, 10/14/22 - PTO
- 9/6/22 - Filming at Plum Creek Seed
- 9/7/22 - Meeting with Donna about Christmas Festival items
- 9/12/22 - Christmas Festival Meeting
- 9/13/22 - Meeting with Donna and Jonathan about Gathering on the Bricks
- 9/14/22 - Call with Tera about Jr. Achievement
- 9/20/22 - Meeting with Jeanne Weimer
- 9/20/22 - SCVB Meeting
- 9/22/22 - Meeting at Bandshell to plan out Gathering on the Bricks
- 9/22/22 - Team discussion about 2023 membership
- 9/23/22 - Picked up tables, other items for Gathering on the Bricks
- 9/24/22 - Attended Gathering on the Bricks Saturday events; monitored interviews for KTMX live remote
- 9/25/22 - Set up and worked Farm to Table tasting event
- 9/27/22 - SCCDP Luncheon
- 9/27/22 - Attended and lead Retail/Restaurant Group meeting
- 9/29/22 - Quarterly meeting with Jonathan
- 9/30/22 - Team Quarterly Rocks Meeting
- 9/30/22 - Ribbon Cutting at Bagels & Joe
- 9/30/22 - Team bonding
- 10/3/22 - Podcast and video filming with Ben Benson
- 10/3/22 - October Christmas Festival Meeting
- 10/4/22 - Presented to the Seward County Commissioners regarding Christmas Festival items
- 10/7/22 - Gift Card Success Webinar
- 10/11/22 - Attended AESC Panel at UNL
- 10/12/22 - SCCDP Team Photos
- 10/13/22 - Beck's Hybrids Flag Raising
- 10/18/22 - Empty Soup Bowl Luncheon
- 10/19/22 - Attended Rising Stars Leadership Program
- 10/20/22 - Video Editing day
- 10/21/22 - Gathering on the Bricks Wrap up meeting

- 10/26/22 - Created Gift Card Presentation for NCCE Fall Conference; prepped Jonathan for presentation
- 10/31/22 - C3 Mentor Night
- 11/1/22 - Wellness Wednesday filming
- 11/3/22 - Attended Membership, Marketing, Fundraising working group meeting
- 11/4/22 - Christmas Float rehab work
- 11/7/22 - November Christmas Festival Meeting
- 11/9/22 - Call with Misty Rowley

### Activities

- Created and sent out 2022 Q3 Quarterly reports
- Continued to send out weekly Blue River Buzz newsletter
- Continually updated and posted on the SCCDP Facebook Page and Instagram
- Created and sent monthly SCVB agendas and packets
- Managed SCVB grants before meetings
- Monitored SCCDP website analytics
- Made updates to information on the SewardRegional and CultivateSewardCounty websites
- Filmed and edited SCCDP Career Experience Videos (including Plum Creek Seed, KTMX, Hackbart Chiropractic)
- Worked hand in hand with Harrison Helmer on the Seward County Gift Card – this included onboarding additional businesses with the two-step process, delivering window clings and taking photos with the giant gift card, answering questions, monitoring the usage, and learning the online shipping platform.
- Completed SCVB grant for Gathering on the Bricks marketing efforts
- Planned and executed the 2022 Gathering on the Bricks
- Worked with Donna Hendrickson to train her on SCCDP events
- Created posters for 2022 C3 events
- Coordinated the 2022 Holiday Calendar that was featured in the holiday SCI edition
- Edited Talk Seward County Podcast
- Filmed and edited Wellness Wednesday videos
- Worked with Kaleigh Mueller for event designs and team business cards

### Community Affairs Director's Report (Jacob Jennings)

#### Meetings/Events Attended

- 8/8/2022 – Sold Seward County Gift Cards during Concordia University Launch Week
- 8/8/2022 – Met with SCC representatives to discuss career experience opportunities
- 8/9/2022 – Presented Seward County Broadband RFI to County Commissioners
- 8/9/2022 – Seward County Suicide Prevention Coalition Meeting
- 8/9/2022 – 2022 Governor's Economic Development Summit Reception/Banquet
- 8/10/2022 – 2022 Governor's Economic Development Summit
- 8/12/2022 – Meeting with Nebraska Children & Families Foundation to discuss reconciliation practices
- 8/12/2022 – Meeting with Jon Moberly to discuss Concordia business plan for senior care facility
- 8/15/2022 – Seward Public Schools Back-to-School Breakfast
- 8/15/2022 – Quarterly Board meeting and strategic planning session
- 8/17/2022 – Tour of Concordia campus with Mike Flood

- 8/17/2022 – Seward County business leaders meet and greet with Mike Flood
- 8/17/2022 – Broadband Feasibility Study meeting with ALLO
- 8/18/2022 – Meeting at Centennial High School to discuss career experience opportunities
- 8/18/2022 – HomeNE webinar
- 8/19/2022 – Movie screen rental set-up for Milford Fun Days
- 8/22/2022 – Four Corners Youth Mental Health Coalition Steering Committee meeting
- 8/25/2022 – Federal Legislative Summit at SAC Museum
- 8/26/2022 – Child Care Discussion with Nebraska Children and Families Foundation
- 8/26/2022 – Meeting with SCC to discuss broadband training needs
- 8/26/2022 – Meeting with Seward High School to discuss career experience opportunities
- 8/29/2022 – Meeting with BNSF and Site Selection Group to discuss rail campus site certification
- 8/29/2022 – Meeting with NCFE to talk about future funding opportunities
- 8/30/2022 – Meeting with Mission Matters to discuss multi-year strategic plan
- 8/30/2022 – Child care meeting with Amanda Geidel and Annette Anschutz at Concordia
- 8/30/2022 – Utica Care Center walkthrough
- 8/30/2022 – Utica Commercial Club meeting
- 8/31/2022 – Meeting with First Children’s Finance
- 8/31/2022 – Utica Care Center walkthrough with Utica fire department
- 9/1/2022 – CRRSA child care funding community webinar
- 9/1/2022 – Meeting with Great Plains Communication
- 9/6/2022 – Utica Care Center walkthrough with Old Cottonwood
- 9/6/2022 – Former Flying V walkthrough with Dave Roth
- 9/6/2022 – Seward City Council meeting
- 9/7/2022 – Meeting with Marilyn Hladky to discuss Utica Care Center valuation
- 9/7/2022 – Meeting with Anthony Aerts to discuss future sale of residential lots in Utica
- 9/8/2022 – Meeting with PECM Systems to discuss partnership in Seward County
- 9/9/2022 – Seward County Broadband discussion with Great Plains Communication
- 9/12/2022 – Meeting with SCC to discuss updates, new programs
- 9/12/2022 – Allo Fiber groundbreaking in Milford
- 9/12/2022 – City of Seward Planning Commission meeting
- 9/13/2022 – Presented senior care center plan to Concordia business students
- 9/15/2022 – Seward County CRRSA application review
- 9/15/2022 – Meeting with Milford High School to discuss career experience opportunities
- 9/15/2022 – Great Plains Communication after-hours event
- 9/19/2022 – Thriving Children, Family, and Communities Conference
- 9/20/2022 – Thriving Children, Family, and Communities Conference
- 9/20/2022 – Meeting with Charter Communications about Broadband RFI
- 9/21/2022 – Meeting with Nextlink about Broadband RFI
- 9/22/2022 – Meeting with York Fire Department at Utica Care Center
- 9/24/2022 – Gathering on the Bricks
- 9/25/2022 – Seward County League of Women Voters Candidate Day
- 9/25/2022 – Gathering on the Bricks
- 9/26/2022 – Four Corners Youth Mental Health Coalition Steering Committee meeting

- 9/27/2022 – Quarterly meeting with Jonathan
- 9/27/2022 – Child Care Professional Development Luncheon
- 9/27/2022 – Utica Commercial Club meeting
- 9/29/2022 – Communities for Kids meeting in Utica
- 9/30/2022 – Quarterly Rocks meeting
- 9/30/2022 – Bagels & Joe ribbon cutting
- 10/4/2022 – Communities For Kids training in Wood River
- 10/5/2022 – Utica senior care project review with Jake Vasa
- 10/5/2022 – Meeting with Steve Palandri to discuss Utica senior care project
- 10/5/2022 – Jazzercise ribbon cutting
- 10/10/2022 – Funding meeting with child care provider
- 10/12/2022 – Access ARPA: Childcare Partnerships webinar
- 10/13/2022 – Meeting with Steve Palandri and Todd Johnson to review senior care center business plan
- 10/13/2022 – Beck’s Hybrids Flag Raising Ceremony
- 10/14/2022 – C4K Southeast NE connection meeting
- 10/14/2022 – Many Ventures Mining investor lunch
- 10/14/2022 – Funding meeting with child care provider
- 10/14/2022 – Hackbart Career Experience videoing
- 10/14/2022 – Many Ventures Mining after-hours event
- 10/17/2022 – Seward County Broadband Task Force meeting
- 10/18/2022 – Kiwanis Empty Soup Bowl Luncheon
- 10/18/2022 – Funding meeting with child care provider
- 10/19/2022 – Site visit prep meeting with NPPD
- 10/19/2022 – Health and Wellness Working Group meeting
- 10/19/2022 – Intern Nebraska: Winning Internships webinar
- 10/19/2022 – Meeting with John Levy of William and Ruth Scott Family Foundation
- 10/20/2022 – Funding meeting with child care provider
- 10/20/2022 – Talk Seward County Podcast with Adam Bode
- 10/21/2022 – Site visit at Seward Rail Campus
- 10/24/2022 – Four Corners Youth Mental Health Coalition Steering Committee meeting
- 10/24/2022 – Funding meeting with child care provider
- 10/25/2022 – Review Seward County Broadband RFI responses with SENDD
- 10/27/2022 – Access ARPA Webinar: Internship Toolkit, Part 1
- 10/28/2022 – Career experience meeting with Seward High School students
- 10/31/2022 – C4K advisory meeting with child care provider
- 11/1/2022 – DHHS child care grant meeting
- 11/1/2022 – Adult rec opportunity filming
- 11/3/2022 – CRRSA community webinar
- 11/4/2022 – Meeting with Unite Us
- 11/4/2022 – Talk Seward County Podcast with Amanda Hromek
- 11/4/2022 – Christmas Parade float prep
- 11/7/2022 – C4K ARPA RFP Q&A

- 11/7/2022 – NE Chamber bi-weekly meeting
- 11/8/2022 – Housing/Business presentation to Seward Junior Women’s Club
- 11/8/2022 – Adult rec opportunity filming
- 11/8/2022 – Business & Government Affairs Working Group meeting
- 11/10/2022 – Meeting with Maven Homes about housing opportunities in Seward County
- 11/10/2022 – Preliminary design for Utica Care Center property discussion

### Activities

- Organized Mike Flood meet and greet event with business leaders
- Encouraged local business participation at SCC Student Success Fair
- Submitted monthly grant reconciliations to Nebraska Children and Families Foundation
- Represented SCCDP at Four Corners Youth Mental Health Coalition Steering Committee meetings
- Collected program profiles for 25+ licensed child care providers in Seward County with Donna
- Organized professional development luncheon exploring the effects of inadequate child care
- Pursued business relationship, organized ensuing site visit at Seward Rail Campus
- Surveyed general election candidates, compiled and organized responses
- Created housing/business presentation for Seward Junior Women’s Club
- Updated LOIS with available sites and buildings
- Submitted NIFA quarterly report
- Submitted LAUNCH quarterly report
- Paid attorney’s bills for RWHF work
- Partnered with thirteen businesses/organizations willing to allow Seward High School students to shadow during Q2 of school year (with hopes of continued partnership in second semester). Three students have begun shadowing at local businesses/organizations
- Aided community members with housing inquiries
- Signed payoff statements for RWHF Loan and began receiving repayments for Seward townhome project
- Met with all three local high schools to discuss career experience opportunities for students. Found internship with Concordia Athletic Department for Centennial student
- Twice featured adult rec opportunities on Talk Seward County podcast, began experiencing adult rec opportunities with SCCDP team
- Partnered with Concordia University business department to complete business plan for Utica senior care facility

### **Director of Membership’s Report (Harrison Helmer)**

#### Meetings/Events Attended:

- Level 10 Staff Meetings (Weekly)
- LAUNCH Check Ins (Weekly)
- Seward County Bridges Board Meetings (Monthly)
- Seward Rotary Club Meetings (Weekly)
- Suicide Prevention Coalition Meetings (Monthly)
- Seward County Commissioners Reports (Monthly)

- Region V Systems Prevention Coalition Meetings (Monthly)
- Workforce Development meeting with Stacy Riley from SCC-8/8/22
- LAUNCH meeting with Centennial Schools-8/18/22
- Setup Movie equipment for Milford Chamber of Commerce-8/19/22
- Federal Legislative Summit by Nebraska Chamber-8/25/22
- Career Experience Video filming with KTMX 104.9-8/29/22
- Zoom meeting with Mission Matters for Strategic Planning-8/30/22
- Career Experience Video filming with Plum Creek Ag Services-9/6/22
- Seward County Legacy Fund Golf Classic-9/9/22
- Membership Chamber Master Webinar-9/15/22
- LAUNCH meeting with Milford Schools-9/15/22
- Quarterly Meeting and Private membership campaign discussion-9/16/22
- Meeting with Ben Benson and Many Ventures Mining-9/20/22
- Seward County Bridges Annual Meeting-9/26/22
- SCCDP Professional Development Luncheon over Childcare-9/27/22
- Bagels and Joe Ribbon Cutting-9/30/22
- Four-Year Planning meeting for Crime Commission-10/6/22
- Client Success Webinar with Miconex for Gift card program-10/7/22
- Membership meeting with Suhr & Lichty Insurance-10/11/22
- Membership Meeting with Black Hills Energy-10/12/22
- Membership Meeting with First Bank of Utica-10/14/22
- Membership Meeting with Hughes Bros-10/17/22
- Membership Meeting with ASPYR professional group-10/19/22
- Legacy Fund thank you event-10/20/22
- Meeting with Lacey Koch discussing Seward County Bridges and Jays Club partnership-10/21/22
- Membership meeting with SCC Milford-10/24/22
- Membership meeting with Meyer Automotive-10/24/22
- Membership meeting with Pac N Save Grocery-10/25/22
- Membership meeting with Ridgewood Rehab & Care-10/25/22
- Membership meeting with AKRS equipment- 10/26/22
- Membership meeting with MHCS- 10/26/22
- Membership meeting with Fast Mart-10/31/22
- Membership meeting with Nebraska Equipment-11/2/22
- Membership meeting with NPPD-11/3/22
- Membership meeting with Edward Jones Investments-11/4/22
- Membership meeting with Jones Group-11/4/22
- Membership meeting with Concordia University-11/7/22
- Membership meeting with Milford Chamber of Commerce-11/7/22

### Activities

- Actively recruit new members for the organization
- Attend all SCCDP Networking Events
- Maintain existing relationships with members
  - Making member visits on a weekly basis

- Onboarding businesses for the Seward County Gift Card Program
- Assist in front office duties
  - Mail
  - Chamber Bucks/ Gift Card Program
  - Membership payments received
  - Answering phones
- Filmed and coordinated Career Experience Videos
- Assisted with Storytelling videos
- Completed reporting for the Prevention Block Grant
  - Reached out to entities that received funding
  - Planned for budget for next fiscal year
  - Requested reimbursement for PBG's strategies (DARE, TeamMates, BIST, 3<sup>rd</sup> Millenium Classrooms)
- Administrative duties for Seward County Bridges
  - Process programs transactions
  - Coordinate payments with program leads
  - Close out the program accounts for the end of the fiscal year
  - Created new 2022-23 Budget
  - Complete agendas and documents for board meetings
  - Recruit new programs
  - Annual Funding Request
- Coordinated Ribbon cuttings and ambassador calls

### **Events Planner & Executive Assistant's Report (Donna Hendrickson – First day with SCCDP on August 11)**

- Personal Work:
  - Follow up meetings and phone calls for the Illuminate Seward Campaign
  - Made donation boxes for Festival parade and business locations
  - Created Rising Stars Leadership Program with Bobbi McVey-Blath – schedule meeting locations & follow up schedules for October 2022 through June of 2023
  - Lined up local business leaders for Mentor nights on Oct 4th and 31st
  - Filled Gift Card orders as they come in
  - Administrative duties as needed on a daily basis
  - In the process of scheduling yearly membership meetings for Jonathan Jank and Harrison Helmer
- Supporting Jonathan Jank:
  - Sifted through Jonathan Jank's notes from prior membership meetings and created follow ups. I followed up as necessary.
  - Scheduled SCCDP working group meetings and took meeting minutes. I also assisted Jonathan Jank in creating the agendas and packets for these meetings.
  - Created calendar invites for SCCDP's full board meeting in November.
  - Scheduled and rescheduled meetings accordingly for Jonathan Jank.
  - I organized Jonathan Jank's SCCDP email account.
  - Assisted wherever else as necessary.
- Supporting SCCDP Team:

- Followed up with outstanding invoices as much as possible. This meant sifting through emails, taking phone calls, and contacting accounts payable from the companies involved.
- Attended all ribbon cuttings. I met and welcomed new businesses and individuals that are continuing to build Seward County.
- Began attending meetings for the Arts Gathering; I scheduled meetings as well.
- Organized financial documents for the SCCDP contract bookkeeper's weekly pick up (relevant to chamber bucks, invoices, credit card bills, etc.).
- Assisted wherever else as necessary.
- Supporting Leanne Miller:
  - I am working closely with Leanne to take over the Event planning duties, attending evening meetings with her, scheduling print jobs, picking up printed pieces, etc.
  - Assisted wherever else as necessary.
- Supporting Jacob Jennings:
  - I called an extensive list of childcare service providers throughout the county relative to them attending C4K (Communities for Kids) meetings.
  - Called child care providers in Seward County and filled out survey for the C4K program.
  - Wrote and mailed thank you notes for those who participated in the survey.
  - Assisted wherever else as necessary.
- Supporting Harrison Helmer:
  - Scheduled yearly membership meetings
  - Assisted with Bridges/Illuminate Seward Campaign
  - Sent out thank you notes and made reminder calls accordingly
  - Assisted wherever else as necessary.

#### Meetings/Events Attended:

- 8/15 - Back to School Greeting, 1313 285<sup>th</sup> building walkthrough, Level 10 meeting, and Q3 meeting in Milford
- 8/16 - Meeting with Bobbi McVey-Blath about Rising Stars Leadership Program
- 8/17 - Meeting with Leanne
- 8/22 - Level 10 meeting
- 8/23 - DISC program training with Anita Foor and Meeting with Jeanne Wiemer about Arts Gathering
- 8/29 - Level 10 meeting
- 8/30 - Meeting with Bobbi to plan Rising Stars Leadership Program
- 9/5 - Level 10 meeting
- 9/7 - Meeting with Leanne about Christmas Festival
- 9/12 - Reached out to get on Commissioner's agenda for October 4 and Level 10 meeting
- 9/13 - Meeting with Leanne and Jonathan about promotion of Farm to Table event
- 9/14 - Meeting with Vinny & Jonathan about Illuminate Seward and Meeting with Jonathan
- 9/15 - Great Plains Communication Business after Hours and 4th of July Committee Meeting
- 9/19 - ChamberMaster Webinar
- 9/20 - Meeting with Harrison and Ben Benson, Level 10 meeting, meeting with Leanne and Jeanne for Gathering on the Bricks
- 9/21 - Pick up fencing (for Gathering on the Bricks) at Bottle Rocket Brewery (BRB)
- 9/22 - Team getting Bandshell ready for Gathering on the Bricks
- 9/24 - Gathering on the Bricks – Art Festival – Bandshell and Scientific Illustration Display at BRB

- 9/25 - Gathering on the Bricks - Farm to Table Tasting Event
- 9/26 - Level 10 meeting and ChamberMaster Webinar
- 9/27 - Professional Development Luncheon and quarterly meeting with Jonathan
- 9/28 - ChamberMaster Webinar and Zoom meeting with David Orrick about Rising Stars
- 9/29 - Contact Megan Kahler about BRAN and attended Tourism Awards Banquet at Nebraska City
- 9/30 - SCCDP team quarterly meeting and Bagels & Joe Ribbon Cutting and SCCDP team bonding
- 10/3 - Level 10 meeting and Christmas Festival Committee meeting
- 10/4 - Seward County Commissioners meeting and Rising Stars Leadership meeting with Bobbi
- 10/5 - Jazzercise Ribbon cutting
- 10/6 - ChamberMaster Webinar
- 10/7 - Called to schedule Santas
- 10/10 - Level 10 meeting
- 10/12 - SCCDP team photos
- 10/13 - Beck's Hybrids Flag Raising event
- 10/14 - Coffee & Contacts Breakfast meeting with Many Ventures Mining and Business After Hours
- 10/18 - Kiwanis Empty Bowl Soup luncheon
- 10/20 - Meeting with Vinny about Illuminate Seward lights downtown and 4th of July Committee meeting
- 10/21 - Follow up meetings with businesses and artists involved in the Gathering on the Bricks
- 10/26-10/28 - Nebraska Chambers Fall Conference in Columbus
- 10/28 - Meeting with Jonathan and Gregg Nelson about Illuminate Seward
- 10/31 - Level 10 meeting and SCCDP Personnel & Board Policies Working Group meeting
- 11/1 - SCCDP Wellness Wednesdays recording for Disc Golf
- 11/2 - Phone interview with SCI about Christmas Festival
- 11/7 - Level 10 meeting, ChamberMaster Webinar, and Christmas Festival Committee meeting
- 11/8 - Business & Government Affairs Working Group meeting
- 11/9 - Microsoft Teams meeting with Xavier Jackson – Omaha about 'Local Art Plug'
- 11/10 - Seward County Visitors Bureau (SCVB) Event at BRB
- 11/14 - Donna and Leanne call businesses for Christmas Festival banners and Level 10 meeting
- 11/15 - Picked up Christmas Festival Lego gift cards from DQ, picked up Reindeer Run yard signs, clean Santa house, call in numbers for Reindeer Run t-shirts, and Leanne's going away party
- 11/16 - Walk through final Christmas Festival items with Leanne, SCVB Meeting, and Seward 4th of July Committee meeting
- 11/17 - Christmas Festival banner assembly

### **Seward County Vision Statement 2035**

**Seward County** is a pro-active and collaborative area with vibrant, welcoming, family-friendly, and safe communities, recognized for pillars of strength in agriculture, arts and culture, business, education, entrepreneurship, government, and healthcare.

We are a destination location for businesses, visitors and residents within the greater metropolitan area and an active partner in the region.

Our residents enjoy picturesque and diverse neighborhoods, viable main streets, outstanding recreational opportunities, active civic life, faith-based living, and quality housing and employment choices.

The private and public sectors are united and citizens are engaged for the betterment of all Seward Co.

We are guided by:

**Integrity** – We are open, honest and hold ourselves to the highest ethical standards.

**Respect** – We treat everyone with courtesy, equity, and fairness.

**Leadership** – We understand the importance of engaged leadership and that leadership must transition to ensure the vision continues for future generations.

**Giving/Philanthropy** – We are caring and generous. We encourage giving freely and helping those in need. We champion volunteerism for its powerful contribution to our area.

**Planning** – We acknowledge the importance of a shared vision and being intentional about planning for our future. We believe our collective efforts will be sustainable for the long-term betterment of all Seward County.

3. Confirmation of Mayor Appointments
  - A. Appoint Angela Dobrusky to the Seward Volunteer Fire Department
  - B. Appoint Ben Hughes (replaces Roger Glawatz) to the Cemetery Board for Remainder of Term
  - C. Appoint Mike Klintworth (replaces Matt Stryson) to the Housing Authority Board for Remainder of Term
  - D. Appoint Jo Ann Hoffman (replaces Diane Hill) and Edward Zak (replaces Sally Manzer) to the Aging Services Commission for a 2-Year Term
  - E. Re-Appoint Patricia Bruenger and Julie Cox to the Aging Services Commission for a 2-Year Term

**ADMINISTRATIVE ITEMS**

1. Consideration of Addendum #1 to the Interlocal Agreement for Cooperative Public Safety Software, Hardware, and Related Services By and Among the Counties of Butler, Saline, Seward and York, and the Cities of Seward and York - City Administrator Butcher

**ADDENDUM #1 ADDING THE CITY OF MILFORD AS A PARTY  
INTERLOCAL AGREEMENT  
FOR COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE, AND  
RELATED SERVICES BY AND AMONG  
THE COUNTIES OF BUTLER, SALINE, SEWARD AND YORK, AND  
THE CITIES OF SEWARD AND YORK**

THIS AGREEMENT made and entered into by and between the Counties of Butler, Saline, Seward, and York and the participating Cities of Seward and York, all being political subdivisions of the State of Nebraska, hereinafter referred to collectively as the “Parties” and individually as a “Party” and the City of Milford.

WITNESSETH:

WHEREAS the Interlocal Cooperation Act, *Neb. Rev. Stat. §§13-801 et seq.* (Reissue 2012), permits units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS the *Neb. Rev. Stat. §13-801* provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS the Parties have previously entered into a Interlocal Agreement for a joint law enforcement case management system known as Zuercher Technologies LLC (herein “Zuercher”); and and

WHEREAS the Zuercher Interlocal Agreement which was fully executed on January 14, 2020 provides for additional agencies to become part of the Zuercher Interlocal Agreement; Specifically, Paragraph 31 provides:

*Additional Counties, Cities or Villages may become Parties to this agreement upon acceptance and execution of this agreement, and upon written approval by the governing bodies of all the Parties to this Agreement. It is understood that the addition of another Party(ies), may not have a financial impact on the current Parties (positive or negative) because Zuercher will bill the new Party directly and individually.*

WHEREAS, the City of Milford desires to enter into the Zuercher Interlocal Agreement as an additional party and be bound to the conditions in the original Zuercher Interlocal Agreement; and

WHEREAS, the Parties agree that the City of Milford may be added as an additional party to the Zuercher Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1) The City of Milford (hereinafter MILFORD) shall be added as an Additional Party to the Original Zuercher Interlocal Agreement.

2) MILFORD shall be subject to the terms and requirements of the Original Zuercher Interlocal Agreement, Zuercher Software License and Service Agreement (herein "Master Agreement") entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement and all Exhibits and Schedules, consisting of 48 pages, are hereby made part of this Interlocal Agreement and incorporated herein by reference.

3) MILFORD shall be responsible for payment and shall receive the quantities of the Software, Hardware and Services in the quantities specified in Exhibit C: attached and incorporated into this Agreement by reference.

4) No other parts of the Original Zuercher Interlocal shall be modified by this Addendum #1 to the Interlocal.

Dated this \_\_\_ day of \_\_\_\_\_, 2022

SALINE COUNTY BOARD OF  
COMMISSIONERS  
WILBER, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2022

SEWARD COUNTY BOARD OF  
COMMISSIONERS  
SEWARD, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2022

BUTLER COUNTY BOARD OF  
COMMISSIONERS  
DAVID CITY, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2022

YORK COUNTY BOARD OF  
COMMISSIONERS  
YORK, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2022

MAYOR OF THE CITY OF  
YORK  
YORK, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

Dated this \_\_\_ day of \_\_\_\_\_, 2022

MAYOR OF THE CITY OF  
SEWARD  
SEWARD, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

Dated this \_\_\_ day of \_\_\_\_\_, 2022

MAYOR OF THE CITY OF  
MILFORD  
MILFORD, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

**APPROVED AS TO FORM**

this \_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Butler County Attorney

**APPROVED AS TO FORM**

this \_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Saline County Attorney

**APPROVED AS TO FORM**

this \_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Seward County Attorney

**APPROVED AS TO FORM**

this \_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
York County Attorney

**APPROVED AS TO FORM**

this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Seward City Attorney

**APPROVED AS TO FORM**

this \_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
York City Attorney

**APPROVED AS TO FORM**

this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Milford City Attorney

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2. Authorization to Enter Into an On-Call Master Services Agreement with JEO Consulting Group, Inc. for Preliminary Engineering Services for future Federal-Aid Transportation Projects - City Administrator Butcher

Task Order Agreement No.	BK2268
Master Agreement No.	BK2117
Effective (NTP) Date	
Task Order Amount	CPFF \$54,103.35

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF SEWARD, NEBRASKA  
 JEO CONSULTING GROUP, INC.  
 PROJECT NO. BRO-7080(56)  
 CONTROL NO. 13524  
 SEWARD EAST  
 PRELIMINARY ENGINEERING SERVICES

**THIS AGREEMENT** is between the City of Seward, Nebraska ("LPA") and JEO Consulting Group, Inc. ("Consultant"), and collectively referred to as the "Parties".

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2117 ("Master Agreement"), with the Nebraska Department of Transportation ("State"), wherein Consultant agreed to provide Preliminary Engineering Services for future Federal-aid transportation projects when selected by LPA or State, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. BRO-7080(56) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_, attached as Exhibit "D" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide Preliminary Engineering Services ("Services") for the project Consultant has been selected, and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

**WHEREAS**, solely for convenience, consistency, and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

**WHEREAS**, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

**NOW THEREFORE**, in consideration of these facts, Consultant and LPA agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	JEO Consulting Group, Inc.
Consultant/Vendor Number	6084
Address	1937 N Chestnut St, Wahoo NE 68066
Project Manager's Name	Jay Fallick
Project Manager's Phone	402-392-9912

1.2 State Project Coordinator

Name	Paul Kieper
Phone Number	402-479-3944

1.3 LPA RC

Name	Michael Oneby
Phone Number	402-643-2928

1.4 State Agreements Specialist

Name	Nicole Taylor
Phone Number	402-479-3859

**SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

2.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility.

Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.

2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.

2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by October 31, 2023. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.

2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

**SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)**

- 3.1 Effective Date -- This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of this Task Order -- This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date -- This Task Order may be identified by the date LPA signed this Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

**SECTION 4. TASK ORDER SCOPE OF SERVICES**

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering Services for Project BRO-7080(56), Seward East, in Seward County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.
- 4.2 Exhibits "A" and "B" are the result of the following process:
  - 4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project.
  - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
  - 4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

**SECTION 5. STAFFING PLAN (For PE Services, TO)**

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant and, when applicable, subconsultants who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible

for completing the Services under this Task Order. LPA and State consider the principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

**SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)**

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as 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.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**SECTION 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

**SECTION 8. SUSPENSION OR TERMINATION** (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
- c. Funding priorities of LPA, or State on LPA's behalf, have changed
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Task Order
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications.

8.2 Suspension

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

### 8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

### 8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

## **SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (BK2117) between State and Consultant, dated June 16, 2021 for Preliminary Engineering Services for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

**SECTION 10. CONSULTANT CERTIFICATIONS**

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 12. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect and are incorporated herein.



## EXHIBIT "A"

### Scope of Services

For

### Scoping Preliminary Engineering Services

Project Name Seward East

Project No. BRO-7080(56)

CN: 13524

### **Description of Services**

This scope of services is for preparing the Local Public Agency (LPA) Project Programming Request, NDOT Form 530, completing form NDOT-76, Project Coordination Meeting (PCM) 0, Completing H&H as well as TS&Ls, and developing a scope of services Preliminary Engineering (PE) services.

### **NDOT Shall Provide:**

The LPA and the Nebraska Department of Transportation (NDOT) will provide all available documentation or information needed to develop the SOS as requested by the Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A copy of the "The Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A copy of the "Principal Controlling Design Criteria, NDOT Form 76"
- A draft copy of the Scope of Services for PE (Word doc).
- A draft copy of the Scope of Services, Workbook for PE (Excel file).
- A copy of the Project Coordination Meeting 0 Document.

The NDOT form 530 prepared by the Consultant and approved by NDOT in addition to the completed NDOT form 76 and PCM 0 will be used by the Consultant to develop the current version of the Scope of Services and Workbook for PE design. The SOS will address the needs of the proposed improvements as detailed in the NDOT Form 530 and NDOT Form 76. The goal of developing a project specific SOS is to identify the design tasks needed to produce a complete and accurate set of construction documents.

Development of the SOS for PE services is a phased process starting with the site visit. After the site visit the PE Consultant will complete the NDOT Form 76 and will work with the NEPA Consultant in preparing the NDOT Form 530 for review and approval by NDOT. After approval of the NDOT Form 530, NDOT Staff will prepare the Probable Class of NEPA Action NDOT Form 53. The NEPA Consultant will develop the SOS and fee proposal based on the Probable Class of NEPA Action, NDOT Form 53 prepared and approved by NDOT.

### APPLICABLE PUBLICATIONS

The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and design criteria furnished by the State. These publications and others which the Consultant shall use in this work are:

1. AASHTO LRFD Bridge Design Specifications (Ninth Edition)
2. Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards 2016 (or latest edition).
3. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 (or latest edition)
4. Nebraska Department of Transportation Bridge Office Policies and Procedures Manual. (BOPP Manual)
5. NDOT Hydraulic Analysis Guidelines and Hydraulic Forms (<https://dot.nebraska.gov/media/3452/hydraulic-guidelines.pdf>).
6. NDOT Bridge Office Policies and Procedures Manual (BOPP) (<https://dot.nebraska.gov/media/2912/bopp-manual.pdf>).
7. Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards 2008 (or latest edition) (<http://www.transportation.nebraska.gov/gov-aff/pdfs-docs/manuals/proc-class-stan-min-des.pdf>).
8. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2007 (or latest edition) (<http://www.transportation.nebraska.gov/ref-man/specbook-2007.pdf>).
9. Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), Flood Hazard Boundary Maps (FHBM) and Flood Insurance Studies (FIS).
10. Federal-Aid Policy Guide, 23 CFR 650A, Location and Hydraulic Design of Encroachments on Flood Plains.
11. Federal Highway Administration Publication No. FHWA-HIF-12-026, Hydraulic Design Series No. 5, Hydraulic Design of Highway Culverts, Third Edition.
12. Federal Highway Administration Publication No. FHWA-HIF-12-003, Hydraulic Engineering Circular No. 18, Evaluating Scour at Bridges, Fifth Edition.
13. Federal Highway Administration Publication No. FHWA-NHI-10-009, Hydraulic Engineering Circular No. 22, Urban Drainage Design Manual, Third Edition.
14. Federal Highway Administration, Hydraulics Regulations and Non-regulatory supplements (<http://www.fhwa.dot.gov/engineering/hydraulics/policymemos.cfm>).

#### SOFTWARE AND EQUIPMENT REQUIREMENTS

1. The Consultant's design and drafting software and design files must be compatible with NDOT's design and drafting software. Information on NDOT's design protocol can be found on NDOT's website on the Roadway Design page; <https://dot.nebraska.gov/business-center/design-consultant/>
2. The Consultant's design must be accomplished using the design software OPENROADS but no version later than that in use by NDOT. The consultant's design must follow NDOT's drafting procedures, guidelines, and file naming convention using the appropriate version of OpenRoads. Format CAD software.
3. In many cases, projects will require that a 3D model be generated using Bentley OpenRoads technology.

4. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
5. The Consultant will provide all software and computer equipment required to complete the work including any analysis software required to perform the bridge design work.
6. The Consultant is required to complete work (CAD/OpenRoads files) within the ProjectWise environment. All project document submittals (non-CAD/OpenRoads) are to be uploaded into OnBase. Modeling files to be located within ProjectWise.

#### EXPECTATIONS FOR THE DELIVERABLES

1. The consultant shall provide to NDOT acceptable final plans, specifications, and estimates (PS&E) for use in a bid letting and construction of the project. The Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act. Consultant shall also provide to NDOT all applicable supporting documentation and reports as described in the Task Order.
2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and specifications as listed in the Qualifications, Knowledge and Experience.
3. Consultant shall submit to the NDOT roadway design plans at the following stages, when applicable: before the plan-in-hand field inspection, before public meetings, at draft PS&E completion stage, and final PS&E package. Deliverables must be completed and submitted in accordance with the schedule set out in the existing and/or subsequent Task Order, whichever is applicable.
4. Deliverables must be submitted in electronic form as outlined in the Task Order.
5. Submittals will be reviewed and approved by NDOT. Consultant shall address all issues raised by NDOT's review and make all necessary changes to the work.

#### Consultant Shall Provide:

#### PROJECT MANAGEMENT

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports, and prepare project correspondence with NDOT and maintain project records.

#### SURVEY

~~1. **PRELIMINARY FIELD SURVEY.** The topographic survey will be completed by the design consultant for the project corridor in accordance with current NDOT survey specifications. The design consultant will perform the necessary topographical ground survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross-sections, and profiles. A topographical survey will be performed using GPS and electronic "Total Station" technology in MicroStation \*.dgn. format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed~~

~~work upon the adjoining property and/or improvements, will be recorded. The topographical survey will not include an exact and detailed tree count. The consultant will complete a site visit after LOC's are created noting the size, type, and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted the limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts and must include enough information to build the proposed typical cross section and show the limits of construction. The survey limits will extend 500 feet before the start of the project and 500 feet beyond the end of the project. The topographic survey will extend along intersecting streets a minimum distance of 500 feet from roadway centerline.~~

The preliminary field survey was previously completed with local funds.

2. **DIGITAL TERRAIN MODEL.** A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.

3. **BASE MAP PREPARATION.** Consultant will create the base maps using the topographic survey data.

4. **HORIZONTAL AND VERTICAL CONTROL.** The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature.

- a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
- b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.

~~5. **SECTION/PROPERTY CORNERS.** The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right of way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.~~

Section and property corners were previously acquired.

~~6. **EXISTING UTILITIES.** The consultant will call in a One Call utility locate ticket. Utilities will be shown based on visible, above ground, evident in the field and utility locator's markings. The project liaison will assist in providing utility locations and contact information.~~

Existing utilities were previously acquired.

7. **NOTE REDUCTION/PRELIMINARY PLOTTING.** This task will include the effort for gathering data to create the existing topography file to use for preliminary design. Placing station offsets for all topographic items.

## PRELIMINARY BRIDGE DATA

### ~~1. HYDRAULIC SURVEY~~

~~The Consultant shall accomplish the hydraulic survey on the basis of the latest copy of the "NDOT Hydraulic Analysis Guidelines and Hydraulic Forms".~~

~~The Consultant shall perform the hydraulic survey at the following locations:~~

~~<Identify locations>~~

Hydraulic survey was previously completed.

### **2. HYDRAULIC ANALYSIS**

The Consultant shall accomplish the Hydraulic Analysis on the basis of the latest copy of the "NDOT Hydraulic Analysis Guidelines and Hydraulic Forms".

The Consultant shall perform the hydraulic analyses at the following locations:

East Hillcrest Street Bridge (U220002015) over Plum Creek on the east edge of Seward, NE  
When responding to comments, the Consultant shall email the itemized response to NDOT.

~~1. Research and review unique site environment that includes interconnected canal systems will require additional effort to coordinate and determine appropriate hydrologic and hydraulic conditions at each site. Ongoing coordination with local irrigation districts will be taken into consideration during hydrologic and hydraulic analysis.~~

~~2. Acquire supporting data (HSG maps, topographic maps, aerial imagery, etc) and process LIDAR data for developing hydrology and 2D hydraulic models.  
(convert/filter/merge/reproject ~20 tiles raw point cloud data)~~

Develop peak flow data at each hydraulic structure using methods outlined in the Hydraulic Analysis Guidelines 2015. Sub-basin drainage data will be determined utilizing current LIDAR, topo, aerial, and other map data, as necessary.

4. The Consultant shall accomplish the Hydraulic Analysis on the basis of the latest copy of the "NDOT Hydraulic Analysis Guidelines and Hydraulic Forms". The proposed structure sizing will be incorporated into hydraulic models to verify that the project meets current floodplain requirements. The Consultant shall perform the hydraulic analyses for existing conditions.
5. A scour analysis using methods outlined in the NDOT Bridge Hydraulics Guidelines and FHWA HEC-18 guidance will be conducted for each bridge crossing location using the proposed hydraulic modeling results.
6. Draft H&H Reports will be prepared. The focus of the report will be to describe the hydrology, hydraulics, scour analysis, and how the existing and proposed actions will

perform within the hydraulic modeling environment. This task includes addressing NDOT comments.

7. Review comments will be incorporated into Final H&H Report. When responding to comments, the Consultant shall email the itemized response to NDOT.

### **3. BRIDGE DESIGN DATA SHEETS AND BRIDGE TYPE, SIZE AND LOCATION PLANS (TS&L) FOR HYDRAULIC STRUCTURES**

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:

East Hillcrest Street Bridge (U220002015) over Plum Creek

The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

- 1) Sectional Elevation View of Bridge
  - a. Span arrangement
  - b. Locations of substructure elements
  - c. Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge (where applicable).
  - d. Low girder/slab elevations
  - e. Grade elevations of bridge and other critical elevations
  - f. Top of pier footing elevations
  - g. Bottom of sheet pile or abutment wall elevation
  - h. Bottom of pile bent encasement elevation
  - i. H.W. Elevation (Q100)
- 2) General Plan View of Bridge
  - a. Span arrangement
  - b. Locations of substructure elements
  - c. Location of existing bridge
- 3) Typical Cross Section of Bridge Roadway/Superstructure
  - a. Girder type designation
  - b. Girder spacing
  - c. Clear roadway width of bridge
  - d. Phasing (if any)

Show all hydraulic information as shown in the hydraulic data sheet. Also, show elevation and plan view of riprap layout, channel shaping and channel transition back to the natural channel, to scale. Show ordinary high water (OHW) elevation. Existing Profiles, New Grade Profile Sketch, Structure Location Note The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and

Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.

#### PRELIMINARY ROADWAY DESIGN DATA

1. **Complete Form NDOT-76.** Roadway Design – Principal Controlling Design Criteria. After Form NDOT-76 has been completed send a copy to the NDOT Local Projects Project Coordinator with a request of any design exceptions or relaxations that may be needed.
2. **Data Collection and Review.** For gathering, reviewing, and organizing data for the project. Determining design criteria will also be included with this task.

#### DEVELOPMENT OF SCOPE OF SERVICES FOR PRELIMINARY ENGINEERING

1. Prepare NDOT Form 530.
2. Develop the Scope of services and corresponding workbook for PE
3. Develop a schedule of professional services from Notice to Proceed to PS&E turn in of the project

#### SITE VISIT

1. Attend a site visit
2. Travel

#### Special instructions:

Initially task in the scope of services (Word document) that do not apply to this project are to be stricken through and later deleted after review and approval by the PC. Task in the workbook (Excel file) that do not apply to this project will not show any hours and will later be hidden after the review and approval by the PC. Tasks are to be hidden rather than to be deleted as to not corrupt the Excel file.

The NDOT Project Coordinator (PC) will schedule a site visit with the Design and National Environmental Policy Act (NEPA) Consultant along with a representative from the following to identify site conditions which may need to be addressed during the design and the NEPA phase of the project:

NDOT, LPA, Unit Head.  
NDOT, LPA, PC/RC.  
NDOT, LPA, Right of Way Coordinator.  
NDOT, Bridge Division Representative.  
NDOT, Environmental Coordinator  
NDOT, Section 106 Cultural Resource Coordinator  
NDOT District, Environmental Super Team Member  
NDOT District, Design Super Team Member  
LPA, Project Liaison (PL)  
PE, Consultant

NEPA, Consultant

Representatives from known utilities, Public and Private.

Schedule:

Notice to Proceed (NTP) with developing scope of PE services.

Attend Site Visit.

Submit LPA, Project Programming Request Form 530 and Principal Controlling Design Criteria Form 76 to NDOT for approval.

NDOT Approves Project Programming Request Form 530

PE Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 530.

NTP with PE services.

NDOT Approves Probable Class of NEPA Action NDOT Form 53.

NEPA Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 53.

NTP with NEPA services.

**Upon completion of NDOT and LPA review as well as the PCM 0 the NDOT Project Coordinator will issue Notice to Proceed with development of the Bridge TS&L.**

<b>Staffing Plan (CPFF)</b>	<b>Scoping Prelim. Engineering Services</b>
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**Project Name:** Seward East  
**Consultant:** JEO Consulting Group, Inc.  
**Consultant PM:** Jay Fallick, 402-392-9912  
**LPA RC:** Michael Oneby, 402-643-2928, michael.oneby@cityofsewardne.gov  
**NDOT PC:** Paul Kieper, 402-479-3944, paul.kieper@nebraska.gov  
**Date:** October 11, 2022

**Project Number:** BRO-7080(56)  
**Control Number:** 13524



#	Code	Classification	#	Code	Classification
1	PM	Project Manager	6	DES	Designer/Technician
2	SBRE	Sr. Bridge Engineer	7	WRE	Water Resources Engineer
3	BRE	Bridge Engineer	8	RLS	Registered Land Surveyor
4	ENG	Engineer	9	SPC	Survey Party Chief
5	SDES	Sr. Designer/Technician	10	SUR	Surveyor I

<b>Overhead Rate<sup>[1]</sup></b>
193.52%
<b>Fee for Profit Rate<sup>[2]</sup></b>
11.40%
<b>FCCM (if applicable)</b>
0.43%

**BLENDED RATES TABLE**

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications <sup>[3]</sup>	Current Actual Salary Rate/Hr <sup>[4]</sup>	% Assigned
<b>Project Manager</b>			
Jay Fallick	Project Manager	\$69.11	100%
		<b>Blended Rate:</b>	
		<b>\$69.11</b>	
<b>Sr. Bridge Engineer</b>			
Steve Arens	Senior Bridge Engineer	\$71.58	100%
		<b>Blended Rate:</b>	
		<b>\$71.58</b>	
<b>Bridge Engineer</b>			
Jesse Sire	Bridge Engineer	\$59.57	100%
		<b>Blended Rate:</b>	
		<b>\$59.57</b>	
<b>Engineer</b>			
Anthony Cameli	Roadway Project Engineer	\$46.27	20%
Andrew Eisenbraun	Bridge Engineer	\$37.32	70%
Tyler Dirksen	Roadway Engineer	\$33.65	10%
		<b>Blended Rate:</b>	
		<b>\$38.74</b>	
<b>Sr. Designer/Technician</b>			
Mark Templeman	Senior Designer	\$63.88	100%
		<b>Blended Rate:</b>	
		<b>\$63.88</b>	
<b>Designer/Technician</b>			
Jim O'Gorman	Designer	\$38.93	100%
		<b>Blended Rate:</b>	
		<b>\$38.93</b>	
<b>Water Resources Engineer</b>			
Brian McDonald	Hydraulic Engineer	\$65.04	100%
		<b>Blended Rate:</b>	
		<b>\$65.04</b>	
<b>Registered Land Surveyor</b>			
Josh Borchers	Licensed Surveyor, LS	\$50.48	100%
		<b>Blended Rate:</b>	
		<b>\$50.48</b>	
<b>Survey Party Chief</b>			
Nick Hollatz	Survey Crew Chief	\$29.00	100%
		<b>Blended Rate:</b>	
		<b>\$29.00</b>	
<b>Surveyor I</b>			
Ethan Fangmeier	Survey Crew Member	\$26.00	100%
		<b>Blended Rate:</b>	
		<b>\$26.00</b>	

# Consultant's Estimate of Hours

# Scoping Prelim. Engineering Services

**Project Name:** Seward East

**Project Number:** BRO-7080(56)

**Consultant:** JEO Consulting Group, Inc.

**Control Number:** 13524

**Consultant PM:** Jay Fallick, 402-392-9912

**NDOT PC:** Paul Kieper, 402-479-3944, paul.kieper@nebraska.gov

**Date:** October 11, 2022

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PM	SBRE	BRE	ENG	SDES	DES	WRE	RLS	SPC	SUR	
<b>I. Project Management</b>	<b>54</b>	<b>26</b>		<b>18</b>							<b>98</b>
1. Project Management	16	8									24
2. Project Description / Purpose and Need / Project Details	2	2		4							8
3. Quality Assurance / Quality Control	4	2									6
4. Prepare NDOT 530	16	10		10							36
4. Prepare Scope of Services and corresponding fee	16	4		4							24
<b>II. Meetings</b>	<b>6</b>	<b>6</b>		<b>5</b>							<b>17</b>
1. Red Flag Site Visit	4	4		4							12
2. LPA/NDOT Coordination Meetings, PCM 0	2	2		1							5
<b>III. Survey</b>								<b>22</b>		<b>28</b>	<b>50</b>
1. Preliminary Field Survey											
2. Digital Terrain Model								6		8	14
3. Base Map Preparation								8		12	20
4. Horizontal and Vertical Control								8		8	16
5. Section / Property Corners											
6. Existing Utilities											
<b>IV. Preliminary Bridge Data</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>24</b>		<b>56</b>	<b>40</b>				<b>136</b>
1. Hydraulic Survey											
2. Hydraulic Analysis						8	40				48
3. Bridge Design Data Sheet and TS&L	2	2	12	24		48					88
<b>V. Preliminary Roadway Design Data</b>	<b>2</b>	<b>1</b>		<b>6</b>		<b>2</b>	<b>2</b>				<b>13</b>
1. Complete Form NDOT-76	1			2							3
2. Data Collection and Review	1	1		4		2	2				10
<b>Total Days</b>	<b>8</b>	<b>4.38</b>	<b>1.5</b>	<b>6.63</b>		<b>7.25</b>	<b>5.25</b>	<b>2.75</b>		<b>3.5</b>	<b>39</b>
<b>Total Hours</b>	<b>64</b>	<b>35</b>	<b>12</b>	<b>53</b>		<b>58</b>	<b>42</b>	<b>22</b>		<b>28</b>	<b>314.0</b>





# Project Cost & Breakdown

# Scoping Prelim. Engineering Services

**Project Name:** Seward East  
**Consultant:** JEO Consulting Group, Inc.  
**Consultant PM:** Jay Fallick, 402-392-9912  
**NDOT PC:** Paul Kieper, 402-479-3944, paul.kieper@nebraska.gov  
**Date:** October 11, 2022

**Project Number:** BRO-7080(56)  
**Control Number:** 13524

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Project Manager	64	\$69.11	\$4,423.04
Sr. Bridge Engineer	35	\$71.58	\$2,505.30
Bridge Engineer	12	\$59.57	\$714.84
Engineer	53	\$38.74	\$2,053.22
Sr. Designer/Technician		\$63.88	
Designer/Technician	58	\$38.93	\$2,257.94
Water Resources Engineer	42	\$65.04	\$2,731.68
Registered Land Surveyor	22	\$50.48	\$1,110.56
Survey Party Chief		\$29.00	
Surveyor I	28	\$26.00	\$728.00
	314	<b>Subtotal</b>	<b>\$16,524.58</b>

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	
	<b>Subtotal</b>

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$16,524.58
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 3.0% / year =	
Overhead @ 193.52%	\$31,978.37
Facility Capital Cost of Money (FCCM) @ 0.430% (labor costs x FCCM%)	\$71.06
Direct Expenses	
Fee for Profit Rate @ 11.40%	\$5,529.34
<b>TOTAL COST</b>	<b>\$54,103.35</b>

**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 16,524.58	for actual direct labor costs
\$ 32,049.43	for indirect costs and direct expenses
<u>\$ 5,529.34</u>	for a fixed fee for profit
\$ 54,103.35	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

- 2) **Time Reports:** All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.
- B. **Indirect Costs (Overhead and FCCM)** are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.
- C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:
- Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*
- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
  - 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
- (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
  - (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
    - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
    - (ii) The prevailing standard rate as established by the IRS.NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
  - (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
- (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
  - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
  - (ii) Meals provided by lodging facility
  - (iii) Meals purchased by 3rd Party
  - (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
  - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
  - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
  - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
    - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
    - (2) Lunch – No reimbursement is allowed.
    - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
    - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
    - (5) The time limitations set forth above do not include the time taken for the meal.
  - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.
- 5) EXTENDED STAY/LONG TERM TRAVEL
- No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

## 5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

**6. FIXED FEE FOR PROFIT**

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.40%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

**7. INVOICES AND PROGRESS REPORTS**

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
  - 1) Consultant's Invoice:
    - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
    - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
    - (c) Direct non-labor expenses:

- (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
- (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
- (iii) All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- (d) Time Records, as outlined in paragraph 4.A.2).
  - (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.
- 2) **Progress Report:** A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
  - (b) A description of the Services anticipated for the next service period
  - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
  - (d) Percent of Services completed to date
- NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
- 3) **Cost Breakdown Form:** Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
- 4) **Travel Log:** If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
- 5) **Mileage Log (when applicable):** When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

#### **8. PAYMENTS**

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

#### **9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

#### **10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

**11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES**

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

**12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT**

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**13. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

- A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
- 1) A description of the out-of-scope services,
  - 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
  - 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
    - (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
    - (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
    - (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

#### **16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

#### **17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

#### **18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

A. Consideration of a Resolution to Sign a Preliminary Engineering Services Agreement with JEO Consulting Group, Inc.

**RESOLUTION**

**SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BK2268**

City of Seward

Resolution No. \_\_\_\_\_

**Whereas:** City of Seward is developing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of Seward as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Seward and JEO Consulting Group, Inc. wish to enter into a Professional Services Agreement to provide preliminary engineering services for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Seward that:

Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached preliminary engineering services agreement between City of Seward, Nebraska and JEO Consulting Group, Inc.

NDOT Project Number: BRO-7080(56)

NDOT Control Number: 13524

NDOT Project Description: Seward East

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of the City of Seward, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature City Clerk

# **CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 12/6/22

- Monitoring a number of street projects bids on East Seward, design on East Hillcrest, and drainage near Park Street & Bradford Street.
- Assisting City Attorney with a number of real estate items and related matters.
- Assisted with Civic Center items and issues.
- Reviewed additional DTR items and worked with applicants on needed documents, met with applicants and SENDD.
- Working with Zoning Office staff on a number of appeals and zoning items, held final Glawatz Board of Adjustment Meeting and approved the variance.
- Worked with Water Crew in the absence of Tim Richtig. Tim passed on 11/29/22 and the staff has been working on a number of items related to his passing.
- Employee Handbook Section 4 review with City Clerk and Finance Director
- Met with H.R. Director and Police Chief on civil service related items and schedule initial police interviews.
- Met with Finance Director Wolf to review budget process from 2022 and to discuss path forward on accounting software upgrades that are planned for 2023.
- Met with Fire, Water, and Building Inspection department on recent ISO rating for the City of Seward related to fire insurance coverage. Prepared initial ideas for strategic upgrades.
- Worked on real estate items related to the rail campus.
- Opened water tower bids with engineering firm Olsson, no bids received, Olsson contacted plan holders to inquire about reasoning, will divide project (civil, tank, demolition) and rebid in January.
- Met with Wellness Committee to prepare for final design interviews on Wednesday December 14<sup>th</sup>.
- Met with Dave Kumm from Concordia to review and advise on questions for SWC design interview questions.
- Working on real estate item with Nebraska National Guard Museum to help locate a storage facility.
- Met with SCCDP, Seward Arts Council and Ashland Economic development on “creative districts”.
- Held LB 840 meeting on LB 840 DTR Forgivable Loans.
- Met with City Clerk and Finance Director to discuss plans for renewal of the City LB 840 Program in 2023.

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

### **Police Department**

- PO-I background investigations.

### **City Clerk/Human Resources/City Hall**

- Annual League Salary/Benefits Survey to be completed this week.
- Annual Employee Appreciation discussion between Derek and Mindy.
- Final report and invoice due Nov. 30 for the NPPD SRAP Grant.
- Ameritas individual meetings to occur December 8, memo dispersed on November 11.
- Eligibility list sent November 23 and the Police Department is performing background checks on top-scoring candidates for police officer vacancy.

### **Water/Wastewater Department**

- S4 and SW 3 Well electrical controls and SCADA changes next/ongoing until completed.
- Re-attach cable at WTP for radios, came loose over the summer.
- Do weekly lift station and well rounds.
- Work with Bizco and Midwest Petroleum to get gas pump finalized.

### **Parks and Rec/Cemetery/Golf/Pool**

- Youth wrestling continues.
- Pouring concrete at the golf course on hole 1, Monday morning.
- Painting breakroom at Muni building.
- Rehang backstop net on baseball field.
- Mulching leaves in the cemeteries.

#### **Civic Center**

- Meetings as usual.
- Putting up other holiday trees around the building this week.

#### **Electric Department**

- Set transformer at apts. on Columbia and Lincoln.
- Pull in wire at WCR and terminate wire.
- Cut over houses by new Water Tower.
- Work on Hughes Bros. service.

#### **Street Department**

- Bob Miers is on vacation for the week.

#### **Library**

- Book group Nov. 28.
- “Dear Santa” program Dec. 3.
- Holiday walk around the square continues through Dec. 18.

#### **Building Inspection/Planning Department**

- No December meeting scheduled for Planning Commission.
- Continue working with Todd Onnen of Architecture Etcetera on a new galvanizing building in the northeast corner of the campus with an access to the north onto Lincoln Ave. for Hughes Bros.
- Continued review of 2018 codes for updating.
- Inspections and plan reviews.

#### **Engineering**

- Mike Oneby was out due to death in family.

#### **Finance Dept.**

- LB840 Renewal meeting with Derek and Greg.
- Follow up on Handbook requests from Derek and Greg.
- October financial statement review with Greg.
- Budget autopsy with Greg.
- AclaraONE training Friday.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE  
ACTION  
ANNOUNCEMENT OF UPCOMING EVENTS  
MOTION TO ADJOURN**

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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.

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Derek Bargmann, City Clerk

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Date