



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, January 17, 2023

7:00 PM

Municipal Building Council Chambers

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, January 17, 2023, 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

CONSENT AGENDA

1. City Codes Director Report

CURRENT YEAR: December 2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 3,994.70	\$ 1,005,000.00
REMODEL/ADDIT.	4	\$ 587.45	\$ 104,840.89
ACCESSORY	3	\$ 75.00	\$ 850.00
RELOCATE	7	\$ 646.00	\$ 92,228.43
ELECTRIC			
PLUMBING	5	\$ 215.00	
MECHANICAL	10	\$ 1,959.00	
SEWER TAP	1	\$ 250.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
TOTALS	35	\$ 8,815.15	\$ 1,202,919.32

LAST YEAR: December 2021

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	1	\$ 2,395.90	\$ 410,786.82
REMODEL/ADDIT.	3	\$ 1,961.70	\$ 180,617.00
ACCESSORY	9	\$ 280.74	\$ 27,984.72
RELOCATE	2	\$ 150.00	\$ 15,655.00
ELECTRIC			
PLUMBING	7	\$ 625.00	\$ -
MECHANICAL	3	\$ 125.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
WATER TAP	1	\$ 838.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	29	\$ 6,876.34	\$ 635,043.54

YEAR TO DATE January to December 2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	22	\$ 57,790.24	\$11,692,757.90
REMODEL/ADDIT.	146	\$ 89,592.83	\$57,463,937.61
ACCESSORY	170	\$ 21,672.81	\$ 2,969,441.16
RELOCATE	1195	\$ 67,850.50	\$18,741,309.58
ELECTRIC			
PLUMBING	142	\$ 15,687.00	\$ -
MECHANICAL	84	\$ 13,093.00	\$ -
SEWER TAP	18	\$ 5,000.00	\$ -
WATER TAP	18	\$ 19,708.25	\$ -
TEMP. ELEC.	12	\$ 1,050.00	\$ -
ELECTRIC SER.	20	\$ 8,030.00	\$ -
TOTALS	1827	\$ 299,474.63	\$90,867,446.25

YEAR TO DATE January to December 2021

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	30	\$ 64,510.30	\$12,856,659.54
REMODEL/ADDIT.	98	\$ 16,448.74	\$ 5,224,013.32
ACCESSORY	149	\$ 13,559.99	\$ 1,049,734.54
RELOCATE	25	\$ 1,383.00	\$ 364,864.74
ELECTRIC			
PLUMBING	144	\$ 11,771.00	\$ -
MECHANICAL	86	\$ 10,163.03	\$ -
SEWER TAP	25	\$ 6,250.00	\$ -
WATER TAP	25	\$ 21,724.00	\$ -
TEMP. ELEC.	25	\$ 1,250.00	\$ -
ELECTRIC SER.	26	\$ 5,800.00	\$ -
TOTALS	633	\$ 152,860.06	\$19,495,272.14

OPEN Property Maintenance Code Violation Report

					Updated 1-6-23
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
716 N 7th	Vehicles, weeds	1/26/2023	Dennis & Willa Taylor	Letter	Shannon Arena, CSO has verified the vehicles, weeds, and the water service has not been turned back on
2022					
444 Seward St	Grease on sidewalk	12/31/2022	La Cocina/Rami	In Person	Shannon Arena, CSO inspected the sidewalk and there was grease dripping from the exhaust vent.
316 N 6th ST	No heat	ASAP	Gary Pomerence 316 N 6th St Seward, NE 68434	Phone/Email In Person	Contacted tenant and she moved out. No contact with landlord, no further tenant complaints, appeared heat was on in the hallways.
					Tenant contacted City Hall stating no heat in the apartment. Tim Dworak, Code Enforcement Dir. Attempted to contact landlord and tenant, neither responded. Made in person visit, appeared heat was on in the hallway, not able to contact tenant or landlord.
580 S Evergreen	Weeds	10/11/2022	Walter Bowen 580 S Evergreen Dr Seward NE 68434	in person	CSO Arena made contact with the resident. The resident said it will be taken care of today 10-4-2022.
Cul de sac west end of Spruce St	Illegal Dumping	Immediate 9-9-2022		In Person	CSO Arena made contact with the party responsible which was discovered from information in the debris. The debris was picked that evening.
324 N 10th	Property weeds and infestations due to neglect after fire		Dustin Dobesh 2530 N Rd Dwight NE 8635	In person	Tim spoke with Andy Hartmann about the demolition timeline for the property. Andy has the asbestos report to submit and has set the demolition for the week September 26. This has been demolished
336 Carolyn	Hedge growing over sidewalk	9/11/2022	Trudy Langner	In Person	Shannon Areana, CSO, made contact with the owner. She was gone on vacation and didn't trim before she left. It will be taken care of by the weekend. .
716 N 7th	Grass, Weeds, Junk Vehicles, Trash	9/2/2022	Dennis & Willa Taylor	Certified mail	Shannon Arena, CSO, made contact with the owner on 6-3-2022 and gave them until 7-6. No progress has been made as of 8-24-2022 9-9-2022 there is a new camper parked, and plugged in on the street. Campers are no longer parked.

OPEN Property Maintenance Code Violation Report

149 N 1st	Grass/Weeds	8/31/2022	Steve Butler 268 4th St Garland, NE 68360	Door Hanger	Shannon Arena, CSO, visited the proeprty and left a door hanger informing the owner that they are non-compliant for heighth of grass and weeds.
429 S Columbia Ave	Grass/Weeds		Christopher Yates 8630 Oakmont Dr Lincoln, NE 68526	Phone Call Certified Mail Posted Notice	Shannon Arena, CSO, attempted to reach by phone, Tim Dworak, Code Enforcement Director mailed Notice and Orders certified, the property was posted. Street Department mowed the property Monday, 8-8

2. City Treasurer Report

TREASURER'S REPORT	MONTH OF: DECEMBER 2022					
VARIANCE AT: 25.00%						
	REVENUE	CURRENT YTD		UNRECEIPTED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	11,259,500	2,756,665	24%	8,502,835	2,551,248	205,416
ELEC BOND PYMT						
WATER	2,335,000	544,293	23%	1,790,707	508,058	36,236
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	2,129,700	531,484	25%	1,598,216	470,280	61,203
WWTW BOND PYMT						
WWTW SINKING FUND	285,000	- 0 -	0%	285,000	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	16,029,200	3,832,442	24%	12,196,758	3,529,586	302,855
GENERAL REVENUES	4,603,723	160,225	3%	4,443,498	126,787	33,438
LEGAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE	48,100	1,560	3%	46,540	588	972
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	3,694,727	360,004	10%	3,334,723	290,171	69,833
STREET STP FUNDS	182,592	5	0%	182,587	1	5
DEBT SERVICE	849,726	642,398	76%	207,328	373,521	268,877
RAIL CAMPUS	- 0 -	3,000	0%	(3,000)	- 0 -	3,000
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	335,000	25,319	8%	309,681	17,110	8,208
BLDGS & GRDS (CITY HALL)	36,000	9,000	25%	27,000	9,000	- 0 -
LEVEE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -
CIVIC CENTER	304,708	36,569	12%	268,139	32,979	3,590
LIBRARY	49,787	16,332	33%	33,455	22,076	(5,744)
PUBLIC PROPERTIES	27,250	3,334	12%	23,916	1,253	2,081
CEMETERY	50,000	30,100	60%	19,900	16,675	13,425
GOLF COURSE	338,300	23,477	7%	314,823	21,554	1,923
NEW PARK DEVELOPMENT	80	136	170%	(56)	15	120
NEW CEMETERY DEVELOPMENT	250	408	163%	(158)	46	362
GUTHMAN TRUST - REGULAR	400	127	32%	273	91	36
GUTHMAN TRUST - PAVING	30	43	144%	(13)	5	38
PERPETUAL CARE - PRINCIPAL	8,000	2,700	34%	5,300	3,000	(300)
PERPETUAL CARE - INTEREST	320	540	169%	(220)	57	483
BLDGS & GRDS (OTHER)	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BUILDING INSPECTION	82,750	33,156	40%	49,594	18,029	15,126
FIRE	530,000	16,609	3%	513,391	36	16,573
FIRE EQUIPMENT SINKING FUND	62,300	1,266	2%	61,034	204	1,062
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,100	1,164	23%	3,936	9,812	(8,648)
ENGINEER	118,143	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL	81,000	280	0%	80,720	- 0 -	280
CONCESSION STAND	900	- 0 -	0%	900	- 0 -	- 0 -
SWIMMING LESSONS	16,000	- 0 -	0%	16,000	- 0 -	- 0 -
RECREATION	37,550	18,942	50%	18,608	10,308	8,633
SPORTS COMPLEX LIGHTS	50	84	168%	(34)	9	74
SENIOR CENTER	80,500	16,860	21%	63,640	13,575	3,285
SENIOR SHUTTLE	4,569	1,040	23%	3,529	896	144
RECYCLING	4,000	250	6%	3,750	3,192	(2,942)
WELLNESS CENTER	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
ECONOMIC DEVELOPMENT (LB840)	284,799	67,148	24%	217,651	61,642	5,506
CAPITAL IMPROVEMENTS FUND	18,890,000	- 0 -	0%	18,890,000	- 0 -	- 0 -
TAX INCREMENT FINANCING	687,206	83,535	12%	603,671	71,396	12,139
TOTAL GOVERNMENTAL FUNDS	31,560,110	1,555,610	5%	29,886,357	1,104,028	451,582

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: DECEMBER 2022					
VARIANCE AT: 25.00%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	12,851,033	2,187,015	17%	10,664,018	2,134,909	52,106	
ELEC BOND PYMT	496,408	- 0 -	0%	496,408	- 0 -	- 0 -	
WATER	5,352,181	739,786	14%	4,612,395	546,141	193,645	
WATER BOND PYMTS	330,473	243,468	74%	87,006	245,345	(1,878)	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,567,932	337,097	13%	2,230,835	662,259	(325,163)	
WWTW BOND PYMT	294,463	- 0 -	0%	294,463	- 0 -	- 0 -	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	21,892,490	3,507,365	16%	18,385,125	3,588,654	(81,289)	
GENERAL EXPENSES	2,785,801	111,323	4%	2,674,478	105,821	5,502	
LEGAL	72,852	10,891	15%	61,961	16,517	(5,626)	
POLICE	1,757,394	456,644	26%	1,300,750	368,043	88,601	
E911	233,204	58,301	25%	174,903	47,848	10,453	
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	242	(242)	
STREET	5,335,795	687,694	13%	4,648,101	939,871	(252,176)	
STREET STP FUNDS	182,589	- 0 -	0%	182,589	3,325	(3,325)	
DEBT SERVICE	1,047,926	427,239	41%	620,687	428,252	(1,013)	
RAIL CAMPUS	35,500	9,866	28%	25,634	- 0 -	9,866	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	335,000	25,319	8%	309,681	17,110	8,208	
BLDGS & GRDS (CITY HALL)	23,826	7,525	32%	16,301	17,062	(9,537)	
LEVEE ACCREDITATION	195,000	- 0 -	0%	195,000	- 0 -	- 0 -	
CIVIC CENTER	304,708	96,350	32%	208,358	41,493	54,857	
LIBRARY	571,336	143,017	25%	428,319	137,648	5,369	
PUBLIC PROPERTIES	581,757	184,655	32%	397,102	115,354	69,302	
CEMETERY	256,210	94,573	37%	161,637	56,745	37,828	
GOLF COURSE	554,926	125,788	23%	429,138	127,105	(1,317)	
NEW PARK DEVELOPMENT	100	- 0 -	0%	100	58	(58)	
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	11,050	608	5%	10,442	1,129	(521)	
BUILDING INSPECTION	111,406	26,829	24%	84,577	30,790	(3,961)	
FIRE	775,879	56,481	7%	719,398	40,082	16,399	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	375	3%	12,175	225	150	
PLANNING COMMISSION	23,828	5,235	22%	18,593	8,673	(3,439)	
ENGINEER	157,522	37,803	24%	- 0 -	39,315	(1,512)	
DOWDING POOL	266,515	24,453	9%	242,062	22,412	2,041	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	9,036	- 0 -	0%	9,036	- 0 -	- 0 -	
RECREATION	363,259	150,476	41%	212,783	97,074	53,402	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	219,128	42,390	19%	176,738	37,966	4,424	
SENIOR SHUTTLE	4,569	1,633	36%	2,936	1,197	436	
RECYCLING	113,675	7,624	7%	106,051	11,721	(4,097)	
WELLNESS CENTER	24,281	- 0 -	0%	24,281	- 0 -	- 0 -	
ECONOMIC DEVELOPMENT LB840	284,799	- 0 -	0%	284,799	6	(6)	
CAPITAL IMPROVEMENTS FUND	18,890,000	- 0 -	0%	18,890,000	- 0 -	- 0 -	
TAX INCREMENT FINANCING	696,706	81,669	12%	615,037	58,004	23,665	
TOTAL GOVERNMENTAL FUNDS	36,238,272	2,874,761	8%	33,243,792	2,771,088	103,673	

(UNAUDITED)

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 12/31/2022

Page 8 of 31

Receipt# Safekeeping Location	CUSIP	ASC 320 Description	Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged	
								Original Face	Market Value
COMM: COMMERCE BANK	803760FD4	AFS SARPY CO SID #180-REF NE 28	12/15/28	12/28/23 @ 100.00	3.70		200,000.00 100.00%	200,000.00	201,724.00
COMM: COMMERCE BANK	164543BF6	AFS CHERRY CO NE 40	12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	203,456.16
COMM: COMMERCE BANK	256449BC2	AFS DODGE SD #595-QSCB NE 25	12/15/25		6.00		300,000.00 100.00%	300,000.00	300,294.00
COMM: COMMERCE BANK	148006EZ8	AFS CASS CO SD #1 NE 26	12/15/26		2.35		200,000.00 100.00%	200,000.00	195,818.00
COMM: COMMERCE BANK	25933AFG6	AFS DOUGLAS SID #492-REF NE 28	08/15/28		3.20		175,000.00 100.00%	175,000.00	170,381.75
COMM: COMMERCE BANK	80373YCT1	AFS SARPY CO SID #158-REF NE 29	11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00
COMM: COMMERCE BANK	486890X92	AFS KEARNEY NE 30	10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	148,519.50
COMM: COMMERCE BANK	0792124W3	AFS BELLEVUE-REF NE 30	12/15/30		3.10		250,000.00 100.00%	250,000.00	250,062.50
COMM: COMMERCE BANK	751265RA9	AFS RALSTON-VEHICLE NE 32	06/01/32		3.70		300,000.00 100.00%	300,000.00	300,012.00
COMM: COMMERCE BANK	661615UB8	AFS N PLATTE-REF NE 32	12/15/32		3.00	A	200,000.00 100.00%	200,000.00	197,530.00
COMM: COMMERCE BANK	698864HR9	AFS PAPILLION MUNI FACS NE 33	12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,145.25
COMM: COMMERCE BANK	818468BN9	AFS SEWARD-REF NE 33	12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	356,984.00
COMM: COMMERCE BANK	943776KA1	AFS WAVERLY NE 34	06/01/34		2.95		335,000.00 100.00%	335,000.00	314,360.65

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 9 of 31

As Of 12/31/2022

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	840372SX5	AFS SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	157,218.00
COMM: COMMERCE BANK	25929PDW6	AFS DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	155,208.00
COMM: COMMERCE BANK	80378EDN2	AFS SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,015.60
COMM: COMMERCE BANK	98676TCF8	AFS YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	198,798.89	150,392.00
COMM: COMMERCE BANK	23087RHC5	AFS CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	192,022.50
COMM: COMMERCE BANK	68905WFK3	AFS OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	149,858.00
COMM: COMMERCE BANK	803787DT4	AFS SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	202,331.78	163,856.00
COMM: COMMERCE BANK	80377XCV4	AFS SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	205,746.20
COMM: COMMERCE BANK	25929RCY9	AFS DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	155,766.00
COMM: COMMERCE BANK	25933VBY5	AFS DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	160,129.20
COMM: COMMERCE BANK	25932EDK2	AFS DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,530.00
COMM: COMMERCE BANK	80373RDR9	AFS SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	170,270.30
COMM: COMMERCE BANK	80387LAP3	AFS SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	222,673.60

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 12/31/2022

Page 10 of 31

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
							Original Face	Par	Book Value
COMM: COMMERCE BANK	25936FBM3	AFS DOUGLAS CO IMP DT#513 NE 38 10/15/38		2.70		100,000.00 100.00%	100,000.00	100,000.00	79,540.00
COMM: COMMERCE BANK	25939HBX2	AFS DOUGLAS CO SAN&IMP DT NE 3 11/15/38		2.90		150,000.00 100.00%	150,000.00	150,000.00	117,264.00
COMM: COMMERCE BANK	72778PCU5	AFS PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,484.52	156,060.00
COMM: COMMERCE BANK	80379KDHO	AFS SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	215,774.00
COMM: COMMERCE BANK	25934MCK3	AFS DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	200,330.00
COMM: COMMERCE BANK	25936ECH6	AFS DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	180,205.20
COMM: COMMERCE BANK	25930BEE3	AFS DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	191,102.75
COMM: COMMERCE BANK	25931EGP9	AFS DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	170,070.75
COMM: COMMERCE BANK	80373BC1	AFS SARPY CO SAN & IMPT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	150,678.00
COMM: COMMERCE BANK	80373YDV5	AFS SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	148,536.30
COMM: COMMERCE BANK	80377BK7	AFS SARPY CO SID #264-REF NE 39 10/15/39		2.55		150,000.00 100.00%	150,000.00	150,000.00	111,394.50
COMM: COMMERCE BANK	25931BEJ1	AFS DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	142,318.65
COMM: COMMERCE BANK	25933VDM9	AFS DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	157,004.75

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 11 of 31

As Of 12/31/2022

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerfund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25938TBK5	AFS DOUGLAS CO SAN & IMPT NE 4C 06/01/40		2.85		130,000.00 100.00%	130,000.00	130,000.00	98,966.40
COMM: COMMERCE BANK	25930LDG7	AFS DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	120,781.50
COMM: COMMERCE BANK	25933EEG9	AFS DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	153,122.90
COMM: COMMERCE BANK	80388MBJ3	AFS SARPY CNTY SANITATION NE 4C 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	239,234.40
COMM: COMMERCE BANK	617775EV9	AFS MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	176,059.20
COMM: COMMERCE BANK	122861MR5	AFS BURT CO-REF NE 41 07/01/41		2.40		170,000.00 100.00%	170,000.00	170,000.00	123,989.50
COMM: COMMERCE BANK	25936EDY8	AFS DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	176,792.85
COMM: COMMERCE BANK	25939LDA1	AFS DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	147,246.00
COMM: COMMERCE BANK	25930LDN2	AFS DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	147,488.00
COMM: COMMERCE BANK	80379QBT3	AFS SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	190,609.95
COMM: COMMERCE BANK	80387LAS7	AFS SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	149,644.00
COMM: COMMERCE BANK	25938MDE2	AFS DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	145,514.00
COMM: COMMERCE BANK	25933EFW3	AFS DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	176,200.65

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12/30/2022 9:06 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 12/31/2022

Page 12 of 31

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25931XDM7	AFS DOUGLAS CO SID #557 NE 41 11/15/41		2.80		165,000.00 100.00%	165,000.00	165,000.00	123,698.85
COMM: COMMERCE BANK	25939HCU7	AFS DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	149,746.00
COMM: COMMERCE BANK	25940MAR2	AFS DOUGLAS CNTY NE SAN & NE 4 11/15/41		2.75		125,000.00 100.00%	125,000.00	125,000.00	95,841.25
COMM: COMMERCE BANK	119483EL5	AFS BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	193,861.16	140,476.00
COMM: COMMERCE BANK	259327W42	AFS DOUGLAS CO SD #17 NE 41 12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	261,748.93	254,435.00
COMM: COMMERCE BANK	25932XDN4	AFS DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	188,455.00
COMM: COMMERCE BANK	25940KAS4	AFS SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	206,626.75
COMM: COMMERCE BANK	3136AQUZ1	AFS FNR 2015-92 PA 12/25/41		2.50		1,590,000.00 100.00%	1,590,000.00	434,037.87	399,577.82
COMM: COMMERCE BANK	808290FV7	AFS SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	205,212.50
COMM: COMMERCE BANK	80376KBN2	AFS SARPY CO SID #334 NE 42 05/15/42		3.70		215,000.00 100.00%	215,000.00	215,000.00	187,632.65
COMM: COMMERCE BANK	25932XEH6	AFS DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	244,112.50
COMM: COMMERCE BANK	25929MEM4	AFS DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	215,142.50
COMM: COMMERCE BANK	006058DK4	AFS ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	312,815.68	305,439.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 12/31/2022

Page 13 of 31

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
								Original Face	Par		
122873AR3 COMM: COMMERCE BANK	AFS		BURT CO SCH DT#0020 NE 42 12/15/42		4.38	A2	250,000.00 100.00%	250,000.00	250,000.00	245,917.07	252,432.50
98636PBT6 COMM: COMMERCE BANK	AFS		YORK CO SCH DT#96 NE 42 12/15/42		4.50	Aa3	250,000.00 100.00%	250,000.00	250,000.00	255,123.98	255,750.00
3132DMPY5 COMM: COMMERCE BANK	AFS		FRLMC 30YR 03/01/50		SD0439 3.50		1,000,000.00 100.00%	1,000,000.00	607,646.46	665,663.54	569,915.36
68 Securities Pledged To: 1010 - CITY TREASURER								16,680,000.00	15,131,684.33	15,216,706.92	13,221,498.98

CASH IN BANK \$11,664,016.02

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
December 31, 2022**

H231
Page 1 of 77

Report Sequence: sgrp, CUSIP, Ticker

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value	Book Value	
PLEDGEE: CITY OF SEWARD (02)												
AGEN	3130AJRQ4	1.000			177048011-1	Cont	6/25/2027	250,000.00	250,000.00	250,000.00	219,104.25	219,104.25
FHLB	FHLB FIXED RATE NOTE					1/1/2023	6/25/2020	250,000.00	100.00%	228,175.42	41.67	219,145.92
D02/02	AA+		Aaa			100.000	AFS					
AGEN	3130ANK82	0.750			178004394-1	Ann	8/26/2026	370,000.00	370,000.00	370,000.00	327,702.71	327,702.71
FHLB	FHLB FIXED RATE NOTE					8/26/2023	8/26/2021	370,000.00	100.00%	325,463.69	963.54	328,666.25
D02/02	AA+		Aaa			100.000	AFS					
CMO	3137AWU78	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00	63,116.45	60,103.52	60,103.52
FHR	FHR 4145 AC						12/1/2012	63,116.45	100.00%	62,882.96	65.75	60,169.27
D02/02							AFS					
CMO	3137B0NV2	1.500			185157163-1		9/15/2025	2,000,000.00	2,000,000.00	67,540.38	64,928.45	64,928.45
FHR	FHR 4176 EC						3/1/2013	2,000,000.00	100.00%	67,388.85	84.43	65,012.88
D02/02							AFS					
GNMA	36176W2B6	4.000			185168920-1		12/15/2026	560,000.00	560,000.00	34,532.88	35,076.74	35,076.74
GNMA	GNMA POOL 778670						12/1/2011	34,532.88	100.00%	35,368.97	115.11	35,191.85
D02/02							AFS					
GNMA	36179V3Q1	2.500			177018890-1		1/20/2036	500,000.00	500,000.00	311,391.61	287,354.25	287,354.25
GNM2	GNMA2 POOL MA7107						1/1/2021	500,000.00	100.00%	326,805.78	648.73	288,002.98
D02/02							AFS					
GNMA	36202ERL5	5.000			185171012-1		3/20/2023	500,000.00	500,000.00	796.76	795.14	795.14
GNM2	GNMA2 POOL 4091						3/1/2008	796.76	100.00%	798.09	3.32	798.46
D02/02							AFS					
GNMA	3620A9QG9	3.500			185171527-1		9/15/2024	750,000.00	750,000.00	13,876.42	13,570.65	13,570.65
GNMA	GNMA POOL 723255						9/1/2009	750,000.00	100.00%	14,048.60	40.47	13,611.12
D02/02							AFS					
GNMA	3620ARB59	3.500			185171588-1		5/15/2025	1,000,000.00	1,000,000.00	29,745.10	28,757.61	28,757.61
GNMA	GNMA POOL 737260						5/1/2010	1,000,000.00	100.00%	30,050.64	86.76	28,844.37
D02/02							AFS					
MBS	3128MDW74	3.500			177039340-1		12/1/2028	1,450,000.00	1,450,000.00	213,401.76	209,124.50	209,124.50
FGLM	FHLMC POOL G14970						12/1/2013	1,450,000.00	100.00%	223,398.63	622.42	209,746.92
D02/02							AFS					

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
December 31, 2022**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Book Value	Carrying Value Interest Rec	
MBS FGLM D02/02	3128MEHL8 FHLMC POOL G15435	5.000			185145155-1		11/1/2024 5/1/2015 AFS	557,000.00 38.16	557,000.00 100.00%	38.16 38.61	38.27 0.16	38.27 38.43
MBS FGLM D02/02	3128MMLL4 FHLMC POOL G18334	4.500			185145399-1		12/1/2024 12/1/2009 AFS	1,015,000.00 9,152.08	1,015,000.00 100.00%	9,152.09 9,244.24	9,211.35 34.32	9,211.35 9,245.67
MBS FGLM D02/02	3128PNBR8 FHLMC POOL J09948	4.000			185147186-1		7/1/2024 6/1/2009 AFS	1,300,000.00 9,060.17	1,300,000.00 100.00%	9,060.17 9,166.49	8,934.35 30.20	8,934.35 8,964.55
MBS FGLM D02/02	3128PQ4E8 FHLMC POOL J11721	4.500			185147195-1		2/1/2025 2/1/2010 AFS	1,200,000.00 12,631.70	1,200,000.00 100.00%	12,631.70 12,857.15	12,895.61 47.37	12,895.61 12,942.98
MBS FGLM D02/02	3128QOGL5 FHLMC POOL J19203	4.000			185147609-1		5/1/2027 5/1/2012 AFS	425,000.00 24,827.85	425,000.00 100.00%	24,827.85 25,591.03	24,379.69 82.76	24,379.69 24,462.45
MBS FGLM D02/02	31329KRS5 FHLMC POOL ZA2297	3.000			177051131-1		4/1/2033 9/1/2018 AFS	1,000,000.00 207,287.26	1,000,000.00 100.00%	207,287.26 197,067.53	189,460.41 518.22	189,460.41 189,978.63
MBS FGLM D02/02	3132A8S34 FHLMC POOL ZS7738	2.500			177051143-1		1/1/2031 9/1/2018 AFS	860,000.00 243,694.08	860,000.00 100.00%	243,694.08 231,631.96	229,763.24 507.70	229,763.24 230,270.94
MBS FGLM D02/02	3132CWXK8 FHLMC POOL SB0302	3.000			177046215-1		4/1/2035 3/1/2020 AFS	810,000.00 420,100.40	810,000.00 100.00%	420,100.40 414,103.50	399,383.27 1,050.25	399,383.27 400,433.52
MBS FGLM D02/02	3132CWS07 FHLMC POOL SB0516	2.500			178002051-1		4/1/2036 3/1/2021 AFS	500,000.00 390,036.28	500,000.00 100.00%	390,036.28 410,485.32	362,081.42 812.58	362,081.42 362,894.00
MBS FGLM D02/02	3132CWWM3 FHLMC POOL SB0620	3.500			177041150-1		8/1/2036 2/1/2022 AFS	400,000.00 354,965.72	400,000.00 100.00%	354,965.72 375,415.16	345,460.52 1,035.32	345,460.52 346,495.84
MBS FGLM D02/02	3133SHYR8 FHLMC POOL C90720	5.500			185150298-1		10/1/2023 10/1/2003 AFS	3,250,000.00 5,134.87	3,250,000.00 100.00%	5,134.87 5,175.50	4,841.62 23.53	4,841.62 4,865.15

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
December 31, 2022**

H231
Page 3 of 77

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Book Value	Par Value		
MBS	3133LPUE5		1.500		177041020-1		3/1/2032	500,000.00	500,000.00	445,930.08	399,178.74	399,178.74	
FGLM	FHLMC POOL RD5081						2/1/2022	445,930.08	100.00%	440,322.07	557.41	399,736.15	
D02/02							AFS						
MBS	31371LQY8		5.000		185155978-1		6/1/2024	500,000.00	500,000.00	1,782.57	1,783.55	1,783.55	
FNMA	FNMA POOL 255271						5/1/2004	1,782.57	100.00%	1,779.73	7.43	1,790.98	
D02/02							AFS						
MBS	31375HAP9		3.531		185156211-1		2/1/2026	1,000,000.00	1,000,000.00	484.71	481.99	481.99	
FNMV	FNMA ARM POOL 334914						1/1/1996	484.71	100.00%	485.72	1.43	483.42	
D02/02							AFS						
MBS	3138AMK38		4.500		185159473-1		7/1/2026	500,000.00	500,000.00	31,574.98	31,546.90	31,546.90	
FNMA	FNMA POOL AI7513						7/1/2011	31,574.98	100.00%	32,299.10	118.41	31,665.31	
D02/02							AFS						
MBS	3138EJLQ9		4.000		185159924-1		7/1/2027	443,000.00	443,000.00	29,134.72	28,881.31	28,881.31	
FNMA	FNMA POOL AL2134						7/1/2012	29,134.72	100.00%	29,928.55	97.12	28,978.43	
D02/02							AFS						
MBS	3138EKR9		3.500		185160071-1		2/1/2028	500,000.00	500,000.00	38,268.48	37,357.61	37,357.61	
FNMA	FNMA POOL AL3191						2/1/2013	38,268.48	100.00%	39,306.03	111.62	37,469.23	
D02/02							AFS						
MBS	3138EKV4		2.500		185160087-1		4/1/2023	525,000.00	525,000.00	840.23	800.37	800.37	
FNMA	FNMA POOL AL3327						3/1/2013	840.23	100.00%	840.70	1.75	802.12	
D02/02							AFS						
MBS	3138EKX75		5.500		177039339-1		2/1/2034	2,000,000.00	2,000,000.00	305,106.76	313,335.59	313,335.59	
FNMA	FNMA POOL AL3401						3/1/2013	305,106.76	100.00%	340,274.77	1,398.41	314,734.00	
D02/02							AFS						
MBS	3138EKXJ9		5.500		177039338-1		1/1/2034	2,000,000.00	2,000,000.00	241,117.90	247,594.63	247,594.63	
FNMA	FNMA POOL AL3380						3/1/2013	241,117.90	100.00%	267,643.97	1,105.12	248,699.75	
D02/02							AFS						
MBS	3138ELYF4		4.000		185160221-1		10/1/2028	1,000,000.00	1,000,000.00	73,448.42	72,492.92	72,492.92	
FNMA	FNMA POOL AL4309						10/1/2013	73,448.42	100.00%	75,070.67	244.83	72,737.75	
D02/02							AFS						
MBS	3138EMCY5		4.000		185160242-1		2/1/2027	575,000.00	575,000.00	29,496.97	29,366.06	29,366.06	
FNMA	FNMA POOL AL4586						12/1/2013	29,496.97	100.00%	30,324.79	98.32	29,464.38	
D02/02							AFS						

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
December 31, 2022**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
									Book Value	Par Value	Carrying Value Interest Rec
MBS	3138EMPD7 FNMA POOL AL4919	3.500		184006560-1		3/1/2029	2,000,000.00	631,641.94	92,431.18	89,092.41	89,092.41
D02/02						AFS	292,669.56	31.58%	96,729.04	269.59	89,362.00
MBS	3138EQ5H1 FNMA POOL AL6047	3.500		176002956-1		11/1/2030	1,050,000.00	1,050,000.00	262,440.06	252,956.27	252,956.27
D02/02						AFS	262,440.06	100.00%	277,643.28	765.45	253,721.72
MBS	3138WDLU82 FNMA POOL AS4206	3.000		178000698-1		1/1/2030	1,160,000.00	1,160,000.00	158,790.11	153,692.14	153,692.14
D02/02						AFS	158,790.11	100.00%	165,489.72	396.98	154,089.12
MBS	3140FBGJ3 FNMA POOL BD3800	2.000		177051139-1		7/1/2031	1,375,000.00	1,375,000.00	351,861.04	328,555.24	328,555.24
D02/02						AFS	351,861.04	100.00%	332,281.68	586.44	329,141.68
MBS	3140J5EA3 FNMA POOL BM1028	2.500		177039342-1		12/1/2029	1,750,000.00	1,750,000.00	332,471.56	311,127.11	311,127.11
D02/02						AFS	332,471.56	100.00%	340,416.24	692.65	311,819.76
MBS	3140J5EA3 FNMA POOL BM1028	2.500		185164038-1		12/1/2029	300,000.00	300,000.00	56,995.13	53,336.08	53,336.08
D02/02						AFS	56,995.13	100.00%	57,179.60	118.74	53,454.82
MBS	3140QGJ99 FNMA POOL CA8387	2.500		177034617-1		12/1/2035	500,000.00	500,000.00	371,964.10	346,277.09	346,277.09
D02/02						AFS	371,964.10	100.00%	390,789.43	774.93	347,052.02
MBS	3140X9CH6 FNMA POOL FM5471	2.500		199000173-1		12/1/2035	465,000.00	465,000.00	348,128.86	324,041.72	324,041.72
D02/02						AFS	348,128.86	100.00%	365,098.93	725.27	324,766.99
MBS	3140X9LK9 FNMA POOL FM5729	3.000		177020855-1		1/1/2041	500,000.00	500,000.00	291,701.70	268,970.12	268,970.12
D02/02						AFS	291,701.70	100.00%	309,109.08	729.25	269,699.37
MBS	31412P2K6 FNMA POOL 991478	4.500		185164602-1		7/1/2024	2,900,000.00	2,900,000.00	20,128.76	20,032.50	20,032.50
D02/02						AFS	20,128.76	100.00%	20,375.80	75.48	20,107.98
MBS	31417SAL4 FNMA POOL AC5410	4.500		185165282-1		10/1/2024	2,040,000.00	2,040,000.00	23,735.83	23,628.39	23,628.39
D02/02						AFS	23,735.83	100.00%	24,089.03	89.01	23,717.40

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
December 31, 2022**

H231
Page 5 of 77

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value	Book Value		
MBS	31418AAC2 FNMA POOL MA0902	3.000			185165786-1		11/1/2026 10/1/2011	1,000,000.00	1,000,000.00	32,600.55	30,516.73	30,516.73	
D02/02							AFS	32,600.55	100.00%	32,668.26	81.50	30,598.23	
MBS	31418AKN7 FNMA POOL MA1200	3.000			177011537-1		10/1/2032 9/1/2012	800,000.00	800,000.00	124,885.31	115,610.11	115,610.11	
D02/02							AFS	124,885.31	100.00%	131,176.19	312.21	115,922.32	
MBS	31418AQY7 FNMA POOL MA1370	2.500			185166318-1		3/1/2023 2/1/2013	500,000.00	500,000.00	830.38	790.98	790.98	
D02/02							AFS	830.38	100.00%	830.74	1.73	792.71	
MBS	31418AVK1 FNMA POOL MA1517	3.000			177039341-1		7/1/2028 6/1/2013	1,000,000.00	1,000,000.00	147,238.35	139,693.42	139,693.42	
D02/02							AFS	147,238.35	100.00%	150,924.86	368.10	140,061.52	
MBS	31418AYS1 FNMA POOL MA1620	2.500			185166625-1		10/1/2023 9/1/2013	587,000.00	587,000.00	7,659.16	7,291.58	7,291.58	
D02/02							AFS	7,659.16	100.00%	7,673.32	15.96	7,307.54	
MBS	31418B5R3 FNMA POOL MA2655	4.000			177020853-1		6/1/2036 5/1/2016	410,000.00	410,000.00	97,375.00	92,492.52	92,492.52	
D02/02							AFS	97,375.00	100.00%	104,150.27	324.58	92,817.10	
MBS	31418DRM6 FNMA POOL MA4091	2.000			177046216-1		8/1/2030 7/1/2020	610,000.00	610,000.00	300,383.26	275,316.81	275,316.81	
D02/02							AFS	300,383.26	100.00%	290,406.82	500.64	275,817.45	
MBS	31418DT77 FNMA POOL MA4173	2.000			177023307-1		11/1/2030 10/1/2020	771,122.00	771,122.00	446,066.46	408,809.85	408,809.85	
D02/02							AFS	446,066.46	100.00%	460,076.72	743.44	409,553.29	
MBS	31418DZ96 FNMA POOL MA4367	1.500			184010674-1		6/1/2031 5/1/2021	500,000.00	500,000.00	378,600.19	345,324.81	345,324.81	
D02/02							AFS	378,600.19	100.00%	385,744.14	473.25	345,798.06	
MBS	31418EA83 FNMA POOL MA4530	1.500			177048016-1		2/1/2032 1/1/2022	179,142.00	167,163.35	146,888.62	131,485.37	131,485.37	
D02/02							AFS	157,414.42	93.31%	138,571.29	183.61	131,668.99	
MUNI	25887CAZ1 DOUGLAS CNTY NEB S&I #540	2.250	NE		177039343-1	Cont	1/1/2034 1/5/2022	120,000.00	120,000.00	120,000.00	103,742.40	103,742.40	
D02/02						100.000	AFS	120,000.00	100.00%	120,000.00	1,350.00	105,092.40	

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
December 31, 2022

H231
 Page 6 of 77

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Par Value Book Value		
MUNI GO D02/02	259290EB6 DOUGLAS CNTY NE SAN & IMPD DIS		3.100	NE	185142828-1	Contn 1/1/2023	8/15/2030	150,000.00	150,000.00	150,000.00	143,808.00	143,808.00	
MUNI GO D02/02	259292CS7 DOUGLAS CNTY SAN IMPD DIST 427		2.700	NE	185142831-1	Contn 1/1/2023	11/15/2026	280,000.00	280,000.00	280,000.00	270,942.00	270,942.00	
MUNI GO D02/02	259305DT4 DOUGLAS CNTY NEB S&I #499		2.500	NE	178003667-1	Cont 3/1/2027	3/1/2036	150,000.00	150,000.00	150,000.00	122,499.00	122,499.00	
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 5/15/2025	11/15/2036	50,000.00	50,000.00	50,000.00	48,327.00	48,327.00	
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPD DI		2.750	NE	184010678-1	Cont 5/1/2026	5/1/2035	175,000.00	175,000.00	175,000.00	151,067.00	151,067.00	
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPD		2.700	NE	185142862-1	Contn 1/1/2023	11/15/2028	170,000.00	170,000.00	170,000.00	162,477.50	162,477.50	
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPD		3.500	NE	185142866-1	Contn 1/1/2023	8/15/2032	50,000.00	50,000.00	50,000.00	46,135.50	46,135.50	
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026	2/19/2021	100,000.00	100,000.00	100,000.00	82,689.00	82,689.00	
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPD DI		3.000	NE	184003099-1	Cont 5/15/2025	11/15/2035	150,000.00	150,000.00	150,000.00	139,893.00	139,893.00	
MUNI GO D02/02	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177039345-1	Cont 1/15/2027	1/15/2039	150,000.00	150,000.00	150,000.00	116,665.50	116,665.50	
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 4/29/2026	12/15/2035	100,000.00	100,000.00	100,000.00	84,251.00	84,251.00	

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

Report Sequence: sgrp, CUSIP, Ticket

**Pledged Securities Detail
December 31, 2022**

H231
Page 7 of 77

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value
										Book Value	Carrying Value	
MUNI GO D02/02	406036HNE HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Contn 1/1/2023	12/15/2024	100,000.00	100.00%	100,000.00	99,184.00	99,184.00
MUNI GMCP D02/02	497593DJ9 KIRKWOOD CMNTY COLLEGE IOWA CT		4.000	IA	177032959-1	Cont 6/1/2029	6/1/2034	365,000.00	365.00%	365,000.00	382,016.30	382,016.30
MUNI GO D02/02	505318QST LA VISTA NE	AA	2.650	NE	185179244-1	Contn 1/1/2023	11/15/2024	365,000.00	100.00%	425,478.52	1,216.67	383,232.97
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Contn 1/1/2023	12/31/2014	115,000.00	115.00%	115,000.00	114,274.35	114,274.35
MUNI GO D02/02	652810G22 NEWTON IOWA	AA	3.000	IA	182011996-1	Cont 6/1/2029	12/15/2030	115,000.00	100.00%	115,000.00	389.40	114,663.75
MUNI REV D02/02	71366VKE9 PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020856-1	Cont 2/17/2026	8/9/2017	100,000.00	100.00%	100,000.00	99,156.00	99,156.00
MUNI GO D02/02	80373YER3 SARPY CNTY NEB S&I #158		2.800	NE	182012079-1	Cont 4/15/2027	4/20/2022	210,000.00	210.00%	210,000.00	169,171.80	169,171.80
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST		3.250	NE	185187210-1	Contn 1/1/2023	10/15/2035	150,000.00	150.00%	150,000.00	127,152.00	127,152.00
MUNI GO D02/02	80377BKT8 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Contn 1/1/2023	10/15/2023	200,000.00	200.00%	200,000.00	168.00	169,339.80
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Contn 1/1/2023	11/15/2028	150,000.00	100.00%	150,000.00	866.67	128,038.67
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contn 1/1/2023	5/3/2021	200,000.00	200.00%	200,000.00	1,372.22	201,382.22
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contn 1/1/2023	11/15/2016	180,000.00	180.00%	180,000.00	156,457.80	156,457.80
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contn 1/1/2023	11/15/2016	180,000.00	100.00%	180,000.00	1,598.00	158,055.80
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contn 1/1/2023	11/15/2016	85,000.00	85.00%	85,000.00	81,673.95	81,673.95
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contn 1/1/2023	11/15/2016	85,000.00	100.00%	85,000.00	304.11	81,978.06
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contn 1/1/2023	11/15/2016	85,000.00	85.00%	85,000.00	82,288.50	82,288.50
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contn 1/1/2023	11/15/2016	85,000.00	100.00%	85,000.00	314.97	82,603.47

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
December 31, 2022**

H231
Page 8 of 77

Report Sequence: sgrp, CUSIP, Ticket

SGrp S Typ Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Par Value Book Value		
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Contn 4/15/2023 100.000	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	79,771.65 690.86	79,771.65 80,462.51	
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont 8/15/2025 100.000	8/15/2038 8/19/2020 AFS	290,000.00 290,000.00	290,000.00 100.00%	290,000.00 290,000.00	230,352.80 2,958.00	230,352.80 233,310.80	
MUNI GO D02/02	80379KEN6 SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont 12/15/2025 100.000	12/15/2034 1/11/2021 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	41,858.00 51.11	41,858.00 41,909.11	
MUNI GO D02/02	810140LP6 SCOTT'S BLUFF CNTY NEB		2.550	NE	182012068-1	Cont 4/21/2027 100.000	1/15/2034 4/21/2022 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 250,000.00	232,782.50 2,939.58	232,782.50 235,722.08	
MUNI GO D02/02	81847ELK0 SEWARD NE		2.350	NE	185187545-1	Contn 1/1/2023 100.000	12/15/2023 5/18/2012 AFS	95,000.00 95,000.00	95,000.00 100.00%	95,000.00 95,000.00	94,051.90 99.22	94,051.90 94,151.12	
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH		3.550	NE	185187553-1	Contn 1/1/2023 100.000	1/15/2024 9/1/2011 AFS	70,000.00 70,000.00	70,000.00 100.00%	70,000.00 70,000.00	70,029.40 1,145.86	70,029.40 71,175.26	
MUNI REV D02/02	818483EQ8 SEWARD NE ELEC REV		2.350	NE	185187554-1	Contn 1/1/2023 100.000	2/15/2023 3/27/2012 AFS	110,000.00 110,000.00	110,000.00 100.00%	110,000.00 110,000.00	109,890.00 976.56	109,890.00 110,866.56	
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV		2.450	NE	185187557-1	Contn 1/1/2023 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	144,825.00 1,388.33	144,825.00 146,213.33	
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB		2.500	NE	184003102-1	Cont 5/28/2025 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 197,419.64	170,864.00 222.22	170,864.00 171,086.22	
TAX TAXGO D02/02	534239FX1 LINCOLN NEB AAA		3.000	NE	177045043-1	Cont 12/1/2025 100.000	7/15/2026 8/20/2020 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 99,499.76	95,328.00 1,383.33	95,328.00 96,711.33	
TAX TAXGO D02/02	61778RB78 MORRILL CNTY NEB SCH DIST #63 AA		1.937	NE	177020846-1 A3	Cont 12/1/2025 100.000	12/1/2031 2/25/2021 AFS	210,000.00 210,000.00	210,000.00 100.00%	210,000.00 210,000.00	162,735.30 338.98	162,735.30 163,074.28	

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
December 31, 2022**

H231
Page 9 of 77

Report Sequence: sgrp, CUSIP, Ticket

SGrp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec		
TAX	68189TBA3		6.400	NE	185184294-1		2/1/2026	45,000.00	35,000.00	35,000.00	35,064.05	35,064.05	
TAXREV D02/02	OMAHA NEB SPL OBLIG AA+	Aa3					3/25/2008 AFS	45,000.00	77.78%	35,000.00	933.33	35,997.38	
TD CD D02/02	02007GXG3 ALLY BANK CD		3.450		177049980-1		8/4/2026 8/4/2022 AFS	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	
TD CD D02/02	02589AC42 AMERICAN EXPR NATL BK CD		2.650		182012070-1		4/6/2027 4/6/2022 AFS	245,000.00	245,000.00	245,000.00	1,547.53	246,547.53	
TD CD D02/02	89235MNH0 TOYOTA FINANCIAL SGS BK CD		3.200		177046219-1		5/17/2027 5/17/2022 AFS	245,000.00	245,000.00	245,000.00	966.58	245,966.58	
TRSY NOTE D02/02	91282CDQ1 U.S. TREASURY NOTE AA+	Aaa	1.250		177038199-1		12/31/2026 12/31/2021 AFS	250,000.00	250,000.00	250,000.00	225,664.06	225,664.06	
CITY OF SEWARD								54,806,927.29		14,271,691.38 14,458,199.96	13,311,381.01 55,630.88	13,311,381.01 13,367,011.89	

CASH IN BANK \$10,119,787.30

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3. Claims & Payables Reports

CLAIMS LIST

1-17-23

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.

ADE	RE	94.85
Advantage Archives LLC	SE	996.00
Almquist Maltzahn Gallowa	SE	29,950.00
Amazon.Com Credit Service	SU	622.68
Aqua-Chem Inc	MA	1,016.40
Badger Meter	SE	215.61
Bishop Michael	OP	90.00
Bizco Technologies	IT	6,181.34
Blue River Electric LLC	BU	786.62
Bode Adam	OP	90.00
Border States Industries	SU	4,233.71
Brandl John	OP	90.00
Brunckhorst Kent	OP	90.00
Capital Business-Cheyenne	MA	11.62
Center Point Large Print	SU	224.00
Central States Hydraulic	RE	406.15
Cerny Dan	OP	90.00
Chelewski Kent	OP	90.00
Cihal Alan F	OP	90.00
City Seward Buildings/Gr	OP	3,000.00
City Seward Electric Fund	UT	39,242.21
City Seward Library Petty	PO	119.39
City Seward Merchant Serv	SE	2,628.44
City Seward Payroll Accou	SA	176,166.52
City Seward Perpetual Fd	SL	1,650.00
Constellation Newenergy	UT	475.76
Core Robert	OP	90.00
Cornhusker International	RE	717.65
Danko Emergency Equipment	RE	786.58
Demco Inc	SU	146.94
Dutton-Lainson Co	IV	7,115.52
Ehlers Electronics	SU	25.00
Emergency Medical Product	EQ	1,888.53
Farmers Coop Seward	GS	7,236.43
Fast Mart	GS	12.42
Fastenal Company	SU	9.62
Fisher Zachary G	OP	90.00
Franken Matthew	SE	400.00
Fyr-Tek	RE	7,834.00

G & P Development Landfil	SE	61.81
Galls LLC	UN	348.06
General Code	PU	1,632.77
Grandgenett Jared	OP	62.00
Granite Garage Floors	BU	1,300.00
Great Plains Communicatio	SE	490.00
H&S Plumb Heat & Air Inc	BU	295.49
Hans Jared	OP	90.00
Hauder Alex	OP	90.00
Hawkins Inc	MA	1,488.11
Herald Cody	OP	90.00
Hobson Automotive & Tire	RE	645.17
Hochstein Jared	OP	90.00
Hoffschneider Law PC LLO	SE	4,750.00
Husker Electric Supply Co	SU	621.03
Int'L Assoc Chiefs Of Pol	MS	190.00
Jackson Services Inc	SU	46.13
Janicek Gary M	OP	90.00
JEO Consulting Group	CI	1,560.00
Kahler Daniel S	OP	90.00
Last Mile Network Consult	IT	90.00
Lee's Refrigeration	BU	1,195.35
Lintt Braydon	OP	75.00
Lintt Mark	OP	90.00
Matheson Tri-Gas Inc	OP	258.82
Menards North	BU	2,180.18
Meyer Automotive	RE	452.97
Mid-American Benefits Inc	BE	2,345.50
Mid-Iowa Solid Waste Equip	RE	721.95
Midwest Auto Parts	RE	558.30
Midwest Laboratories Inc	MA	784.63
Midwest Petroleum Equip	SU	16.69
Midwest Service & Sales	FA	7,900.00
Midwest Spray Foam	BU	2,520.00
Midwest Turf & Irrigation	RE	286.41
Miller & Associates	CI	552.10
Murphy Tractor & Equip	RE	353.90
Nebraska Equipment Inc	SU	89.40
Nebraska Treasurer	OP	29.28
Norris Public Power Distr	UT	1,133.00
Olsson	CI	6,621.69
One Billing Solutions LLC	SE	766.81
One Call Concepts Inc	SE	79.04
O'Reilly Automotive Inc	OI	103.01
Orscheln Farm & Home	SU	575.75
Pac 'N' Save Discount Foo	ML	2,895.82
Paper Tiger Shredding	SE	60.00
Pecka Brook	OP	121.00
Pedersen Brent	OP	90.00
Pella	BU	188,812.58

Pitney Bowes Inc	OP		134.52
Policky Brandon A	OP		90.00
Pollak Douglas W	OP		90.00
Promes Golf Cart Service	RE		746.93
Quill Corp	SU		201.10
Rathjen Shad	OP		90.00
Riverside Portables LLC	SE		110.00
Ruether Larry L	OP		90.00
Sack Lumber Company	SU		30.00
Sam'S Club (Lib-Rec-Pool)	SU		141.35
Sapp Brothers Petroleum I	GS		9,207.00
Schaefer Jason	CI		1,462.42
Schemmer Architects Engin	CI		30,257.50
Securitas El Security	MA		365.40
Sestak David	OP		90.00
Seward County Clerk/Reg D	SE		1.50
Seward County EMA	SU		66.00
Seward County Independent	PU		901.29
Seward County Treasurer	SE		19,433.67
Seward Lumber & Home Cent	SU		1,208.21
Seward Public Schools	MC		91.64
Seward Wind LLC	UT		43,787.26
Short Elliott Hendrickson	CI		149,412.85
Sparqdata Solutions	MS		4,100.00
St Louis Michelle	OP		90.00
Suhr & Lichty Insurance A	MS		26,779.00
Uribe Refuse Services Inc	SE		10,002.66
Verizon Wireless	SE		352.29
Visa - Pinnacle Bank			648.59
eBay	SU	12.83	
Flagship	MS	44.00	
Harlequin	SU	66.73	
Huskers Ill.	MS	64.95	
Nextlink	SE	115.00	
Sam's Club	SU	130.33	
Walmart	SU	198.72	
Zoom	MS	16.03	
Voehl Cindy	MI		15.63
Wesco Distribution Inc	SU		1,691.43
Windstream Nebraska Inc	SE		1,752.73
	CLAIMS TOTAL		\$834,234.71

4. Police Department Report



City of Seward Police Department

Monthly Statistics December 2022

Service Calls	483
Accidents	8
Arrests	7
Citations	31
Warnings	75
Parking Tickets	29

****Does not include red tag warnings, yellow tag warnings or verbal warnings****

5. Refuse Hauler's Annual License Renewal

2023 REFUSE HAULER'S LICENSE RENEWALS

RENEWALS MAILED APPROXIMATELY NOVEMBER 1, DUE BY JANUARY 1

**(\$25.00 PER TRUCK) - CREDITED TO ACCOUNT NO. 661.01 (RHR)
DEBITED TO ACCOUNT NO. 101.50**

<u>NAME</u>	<u>NO. OF TRUCKS</u>	<u>AMOUNT PAID</u>	<u>DATE PAID</u>
Bel-Con Refuse 345 E Pinewood Ave Seward, NE 68434	<u>4</u>	<u>\$100.00</u>	<u>1-9-23</u>
Callaway Rolloffs LLC 216 N. 4th St. David City, NE 68632	<u>3</u>	<u>\$75.00</u>	<u>1-10-23</u>
Kopcho's Sanitation Inc. 1005 W 8 th Street York, NE 68467	<u>2</u>	<u>\$50.00</u>	<u>1-10-23</u>
Lighthouse Holdings, LLC. Dba Trash Panda Refuse PO Box 86, 710 8th Street Milford, NE 68405	<u>4</u>	<u>\$100.00</u>	<u>11-18-22</u>
Pankoke Construction, Inc. dba Pankoke Rolloff 3722 A Street Road Beaver Crossing, NE 68313	<u>2</u>	<u>\$50.00</u>	<u>12-16-22</u>
Seward Trailer Rentals & Rolloffs 4540 Holdrege Road Beaver Crossing, NE 68313	<u>1</u>	<u>\$25.00</u>	<u>1-4-23</u>
Uribe Refuse Services 4600 North 48th Street Lincoln NE 68504-1416	<u>4</u>	<u>\$100.00</u>	<u>12-16-22</u>

6. Annual Certification of Fire Department List

Annual Certification for the Volunteer Emergency Responders Incentive Act

To be completed by a confirmed and approved Certification Administrator for certification years 2019 and after.
Include only those volunteer members who have earned 50 or more points during the calendar year (see instructions).

Identify the Nebraska County, City, Village, or Rural or Suburban Fire Protection District the Volunteer Department Serves
Seward, County, Seward NE

Calendar Year
2022

Identify the Volunteer Department for Which This Certification is Being Provided
Seward Volunteer Fire and Rescue

Checking this box verifies that all volunteer members included on this annual certification were not paid an hourly wage for their volunteer responder duties.

Legal Name of Qualified Volunteer Member	Address	Last Four Digits of Social Security Number	Points Earned this Calendar Year
Mark Suhr	1920 N. 4th Seward, NE 68434		55
James Kimsey	251 Shannon Rd. Seward, NE 68434		68
Lisa A. Kimsey	251 Shannon Rd. Seward, NE 68434		68
Daniel Brumm	622 N. 4th Seward, NE 68434		66
Tami S. Svehla	355 Cherry Lane, Seward, NE 68434		58
Connie Languein	2980 Holdrege Rd. Seward, NE 68434		71
Landon Dirks	555 S. Evergreen Seward, NE 68434		66
Kelby Nitz	441 Bader Ave Seward, NE 68434		59
Kent Auman	237 E. Bradford Seward, NE 68434		75
Jeff Neihardt	146 N. 3rd Seward, NE 68434		58
Travis Pollak	1112 Fairlane Seward, NE 68434		56
Tyler Dickinson	3354 McKelvie Rd Seward, NE 68434		68
Bryan Niebrugge	178 E. Maple St. Seward, NE 68434		51
Tayler Mifflin	131 N. 1st Seward, NE 68434		89
Brent Temple	2100 Cynthia Ln Seward, NE 68434		50
Dan Molsen	420 N. 5th Seward, NE 68434		52
Brock Maloy	420 Bradford Seward, NE 68434		50
Jensen Schulz	309 S. 5th #8 Seward, NE 68434		72

I hereby certify and declare under penalties of law that the individuals listed above (and on attached lists, if necessary) have met the minimum requirements (50 points or more) for the listed calendar year and are active members of the volunteer emergency responder unit, rescue squad unit, or firefighter unit identified above, and were not paid an hourly wage for their emergency responder duties.

sign here



Signature of Confirmed and Approved Certification Administrator

Connie Languein

Printed Name

clanguein@yahoo.com

Email Address

01/11/2023
Date

402-643-1995
Daytime Phone

Submit this certification by uploading a saved or scanned copy to the Volunteer Emergency Responders web page at revenue.nebraska.gov or mail to:

Nebraska Department of Revenue, PO Box 94609, Lincoln, NE 68509-4609.

Seward Volunteer Fire & Rescue

Seward Volunteer Emergency Responders Incentive Act Tracking - 2022

Total Department Calls

756

Last Updated

1/4/2023

Member	Last 4 SS#	Insert Data Manually							Calculations From Data						
		Member #	Calls	Drills	Meetings	Officer	PR Events	Class Points	Call Points	Drill Points	Meeting Points	Officer Points	PR Event Points	Class Points	TOTAL
Mark Suhr		39	151	1	12	1	7	2	25	1	10	10	7	2	55
John Singleton		59	45	1	12	1	4	11	0	1	10	10	4	11	36
James Kimsey		95	147	4	11	1	9	10	25	4	10	10	9	10	68
Lisa A. Kimsey		101	130	4	11	1	10	9	25	4	10	10	10	9	68
Dan Brumm		107	112	2	12	1	10	9	25	2	10	10	10	9	66
Tami S. Svehla		152	119	1	12	1	5	7	25	1	10	10	5	7	58
Connie R. Langueln		153	295	4	12	1	14	12	25	4	10	10	10	12	71
Landon Dirks		184	186	8	12	1	3	10	25	8	10	10	3	10	66
Cody Pollak		193	15	0	1	0	1	0	0	0	1	0	1	0	2
Kelby Nitz		200	100	1	10	1	8	5	25	1	10	10	8	5	59
Kent Auman		201	414	4	12	1	11	16	25	4	10	10	10	16	75
Jeff Nelhardt		207	101	5	12	0	11	8	25	5	10	0	10	8	58
Travis Pollak		208	83	2	12	1	5	4	25	2	10	10	5	4	56
Tyler Dickinson		211	180	3	12	0	19	20	25	3	10	0	10	20	68
Bryan Niebruzge		212	77	1	11	1	4	1	25	1	10	10	4	1	51
Taylor Miffilin		214	317	9	12	1	18	37	25	9	10	10	10	25	89
Thomas Suhr		220	188	2	11	0	11	1	25	2	10	0	10	1	48
Brent Temple		221	77	0	9	0	9	7	25	0	9	0	9	7	50
Dan Molsen		223	232	4	8	0	7	8	25	4	8	0	7	8	52
Zach Pilfold		224	62	2	8	0	6	5	0	2	8	0	6	5	21
Brock Maloy		226	101	3	9	0	7	6	25	3	9	0	7	6	50
Jensen Schulz		227	322	7	11	0	16	20	25	7	10	0	10	20	72
Brady Johnson		228	270	2	11	0	16	3	25	2	10	0	10	3	50
Kelly Kumm		229	40	1	10	0	1	4	0	1	10	0	1	4	16
Jose Castillo		230	73	2	11	0	7	7	0	2	10	0	7	7	26
Audra Jensen		231	32	2	4	0	2	1	0	2	4	0	2	1	9
Ian Finkbeiner		232	65	3	10	0	3	7	0	3	10	0	3	7	23
Thomas Barnett		233	118	1	11	0	10	7	25	1	10	0	10	7	53
Lucas Brettmann		234	127	3	11	0	4	12	25	3	10	0	4	12	54
Johnny May		235	78	1	5	0	5	27	25	1	5	0	5	25	61
Emily Estes		236	105	2	5	0	6	28	25	2	5	0	6	25	63
Colby VanDerSlice		237	120	2	5	0	2	25	25	2	5	0	2	25	59
Will Montag		238	50	0	3	0	3	17	0	0	3	0	3	17	23
Zane Francescato		239	32	1	2	0	4	17	0	1	2	0	4	17	24
Jason Rasmussen		240	84	0	3	0	4	24	25	0	3	0	4	24	56
EricStrole		241	79	0	3	0	7	22	25	0	3	0	7	22	57
Timothy Herron		242	44	0	3	0	5	1	0	0	3	0	5	1	9
Brian Albright		243	68	0	3	0	2	2	0	0	3	0	2	2	7
Angela Dobrusky		244	21	0	2	0	1	1	0	0	2	0	1	1	4
Noah Breece		245	6	0	1	0	0	0	0	0	1	0	0	0	1
Bradley Park		246	0	0	1	0	0	0	0	0	1	0	0	0	1

7. Draft Minutes of January 3, 2023, City Council Meeting

January 3, 2023

The Seward City Council met at 7:01 p.m. on Tuesday, January 3, 2023, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Jessica Kolterman, Megan Kahler, Karl Miller, John Singleton, Tatum Tonniges, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: None. 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 Allison Sommerfeld.

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 Stryson, seconded by Councilmember Singleton.

1. Claims & Payables Report (totaling \$350,388.20)
2. Draft Minutes of December 20, 2022, Council Meeting
3. Mayor Appointments to Various Boards and Committees:
 - a. Appoint Mark Kolterman (replaces John Owens) to the Civic Center Commission for a 3-Year Term

Aye: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Motion carried.

ADMINISTRATIVE ITEMS

1. UPDATE ON THE WELLNESS CENTER

City Administrator Butcher reported the City of Seward/Seward Wellness Center Committee was currently negotiating an agreement for final design services with BVH Architecture. Due to no requirement to abide by the Davis-Bacon Act for the Shovel-Ready Capital Recovery & Investment Program, the City is exploring utilization of a Construction-Management At Risk project delivery method.

This was a discussion item, thus no Council action was taken.

2. AWARD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DOWNTOWN REVITALIZATION PROGRAM (21DTR011) FORGIVABLE LOANS

Mr. Butcher informed that the Tier II environmental review was completed for the properties presented. Regarding the application for 139 S 6th Street, he noted the property has been sold and thus, the application could be transferred to IH Feary LLC. After review with the City's CDBG Administrator Kelly Gentrup, Southeast Nebraska Development District, it was determined the application could be transferred to the new property owner or a new application could be complete—determined by decision of the Council. Further, it was noted the LB840 Sales Tax Application Review Board had approved applications for both addresses.

Councilmember Wergin inquired as to the guidelines required to utilize the grant funding for revitalization of frontage. Mr. Butcher responded the objective is to achieve a historic match as accurately as possible and that windows are typically the most closely reviewed item by the Nebraska State Historic Preservation Office (SHPO).

A. MARROQUIN/IH FEARY LLC 139 S. 6TH STREET - \$5,428.50 (75% OF PROJECT)

Councilmember Kolterman moved, seconded by Councilmember Singleton to contingently approve the new property owner (IH Feary LLC) based on provision to the Downtown Revitalization Committee and City Council a copy of the transfer of deed and a request to modify the application letter to indicate the transfer of ownership and certifying the amount of CDBG grant funds and scope of work has not changed.

Aye: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Motion carried.

B. COSMIC COW/ROXANN O'HARE 636 SEWARD STREET - \$13,575.00 (75% OF PROJECT)

Councilmember Kolterman moved, seconded by Councilmember Kahler, to approve the application for the 636 Seward Street property as presented.

Aye: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken.

January 3, 2023

Nay: None. Motion carried.

3. CONSIDERATION OF AN ORDINANCE TO ADOPT THE POLITICAL SUBDIVISION CONSTRUCTION ALTERNATIVE ACT

Mr. Butcher noted that as per State statute, a municipality may elect to utilize alternative construction methods such as construction management at risk or as a design-build contract. The potential benefits of these methods for non-public works projects would allow for potential cost and time savings in completing projects such as construction of City facilities. These options will be explored for the construction of the Seward Wellness Center.

Councilmember Stryson opined that use of these options for construction of facilities will allow for maximum value for dollars spent and is in favor of further exploring these methods. Councilmember Miller expressed his preference to consider use of these methods to improve efficiencies in completion of projects.

Councilmember Wergin introduced Ordinance No. 2023-1. Councilmember Kolterman moved, seconded by Councilmember Stryson to dispense with the statutory rule. Councilmember Wilken moved, seconded by Councilmember Wergin, 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. 2023-1, AN ORDINANCE TO AMEND AND ADD TO THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 100 PURCHASING AND CONTRACTS, ARTICLE 2; TO PROVIDE FOR CONSTRUCTION ALTERNATIVE METHODS IN ACCORDANCE WITH THE POLITICAL SUBDIVISION CONSTRUCTION ALTERNATIVES ACT IN THE CITY OF SEWARD; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.**

Aye: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Motion carried.

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

Aye: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Singleton, that City Administrator Butcher's report of January 3, 2023, be accepted.

Aye: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Motion carried.

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS

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

Aye: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 7:52 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 8:22 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the executive session.

2. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS

Councilmember Miller moved, seconded by Councilmember Tonniges, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, and City Clerk, for the protection of the public interest and to

January 3, 2023

discuss current real estate interests and to provide the City Attorney with negotiating guidance for a period not to exceed 30 minutes.

Aye: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 8:23 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 8:32 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the executive session.

MOTION TO ADJOURN

Councilmember Wilken moved, seconded by Councilmember Singleton, that the January 3, 2023, City Council Meeting be adjourned.

Aye: Kolterman, Kahler, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Motion carried.

Adjourned approximately 8:33 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

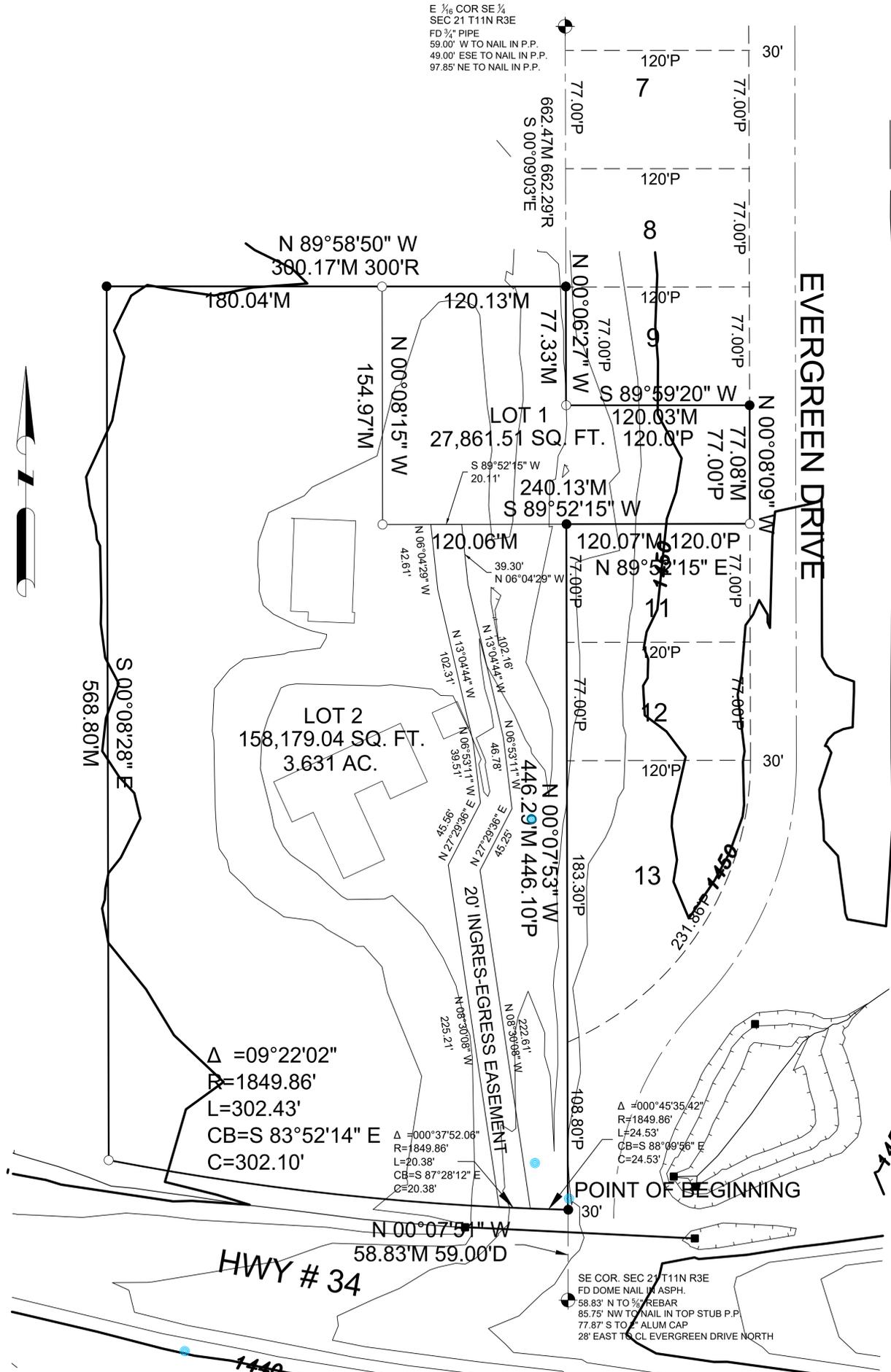
Derek Bargmann
City Clerk

8. Mayor's Appointments to Boards and Commissions:
 - A. Appoint Bradley Park to the Seward Volunteer Fire Department Roster

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Consideration of an Ordinance Approving the Preliminary and Final Plat of Luebbe-Martin Addition - Building/Zoning & Code Enf Director Dworak

E 1/4 COR SE 1/4
 SEC. 21 T11N R3E
 FD 3/4" PIPE
 59.00' W TO NAIL IN P.P.
 49.00' ESE TO NAIL IN P.P.
 97.85' NE TO NAIL IN P.P.



LEGAL DESCRIPTION:

A LEGAL DESCRIPTION OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION, LOCATED IN THE S.W. 1/4 OF SECTION 22 T11N R3E, TOGETHER WITH THE WEST 300 FEET OF THE SOUTH 660 FEET LESS THE HIGHWAY RIGHT OF WAY, LOCATED IN THE S.E. 1/4 OF SECTION 21 T11N R 3 EAST OF THE 6TH PRINCIPLE MERIDIAN, SEWARD COUNTY, NEBRASKA.

REFERRING TO THE SOUTHEAST CORNER OF SECTION 21 T11N R3E; THENCE NORTH 00°07'51" WEST, (AN ASSUMED BEARING) ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, A DISTANCE OF 58.83 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF U.S. HWY 34, AND THE POINT OF BEGINNING. THENCE NORTH 00°07'53" WEST, ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, A DISTANCE OF 446.29 FEET, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION; THENCE NORTH 89°52'15" EAST, ON THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 120.07 FEET, TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION; THENCE NORTH 00°08'09" WEST, ON THE WEST LINE OF EVERGREEN DRIVE, A DISTANCE OF 77.08 FEET, TO THE NORTHEAST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION; THENCE SOUTH 89°59'20" WEST, ON THE NORTH LINE OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION, A DISTANCE OF 120.03 FEET, TO THE NORTHWEST CORNER OF LOT 10; THENCE NORTH 00°06'27" WEST, ON THE WEST LINE OF LOT 9, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION, A DISTANCE OF 77.33 FEET; THENCE NORTH 89°58'50" WEST, A DISTANCE OF 300.17 FEET, ON THE NORTH LINE OF THE EAST 300 FEET OF THE SOUTH 660 FEET, OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE SOUTH 00°08'28" EAST, ON THE WEST LINE OF THE EAST 300 FEET OF THE SOUTH 660 FEET OF THE SOUTHEAST 1/4, A DISTANCE OF 568.80 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF U.S. HWY 34; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 09°22'02", A CHORD BEARING OF SOUTH 83°52'14" EAST, A CHORD DISTANCE OF 302.10 FEET, TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 186,040.55 SQUARE FEET OR 4.271 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, DEREK A. BEENBLOSSOM HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THIS PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.
 SIGNED THIS 16TH DAY OF DECEMBER, 2022.

Derek A. Beenblossom
 DEREK A. BEENBLOSSOM L.S. #570



APPROVAL OF THE SEWARD PLANNING COMMISSION:

THIS PLAT OF "LUEBBE-MARTIN ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD PLANNING COMMISSION THIS ____ DAY OF _____, 2023.

CHAIRPERSON _____ SECRETARY OF PLANNING COMMISSION _____

APPROVAL OF THE CITY OF SEWARD ZONING ADMINISTRATION:

THIS PLAT OF "LUEBBE-MARTIN ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD ZONING ADMINISTRATION, THIS ____ DAY OF _____, 2023.

CHAIRPERSON _____ SECRETARY OF PLANNING COMMISSION _____

APPROVAL OF SEWARD CITY COUNCIL:

THIS PLAT OF "LUEBBE-MARTIN ADDITION" HAS BEEN SUBMITTED AND APPROVED BY THE SEWARD CITY COUNCIL THIS ____ DAY OF _____, 2023.

ATTEST:
 MAYOR _____ ATTEST: CITY CLERK _____

OWNERS/DEVELOPERS:

KENNETH LUBBE
 976 E. HWY #34
 SEWARD, NE 68434

SHANE M. AND ANN E. MARTIN
 623 S. EVERGREEN DR.
 SEWARD, NE. 68434

SURVEYOR & PRAPARER:

ALLEN SURVEYING SERVICES LLC.
 6412 KEARNEY AVE.
 LINCOLN, NE 68507
 (402) 466-4366

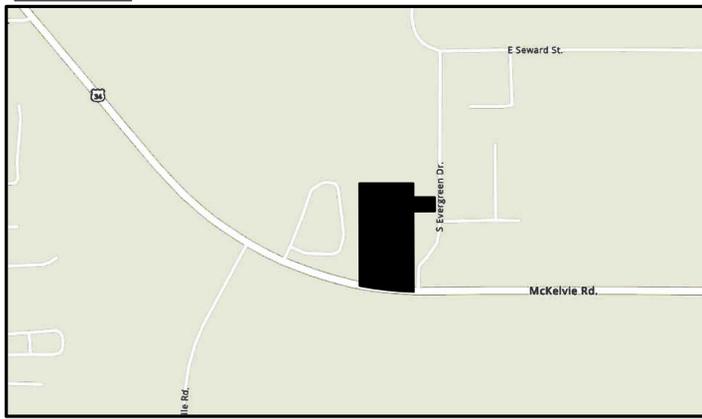
ZONING INFORMATION:

CURRENT ZONING:
 R-3 URBAN MIXED-DENSITY &
 RR, RURAL RESIDENTIAL DISTRICT

PROPOSED ZONING: R-3

SETBACKS'
 FRONT YARD = 25 FEET
 SIDE YARD = 5 FEET
 STREET SIDE YARD = 25 FEET
 REAR YARD = 20% OF LOT DEPTH

VICINITY MAP



LUEBBE-MARTIN ADDITION

A MAJOR SUBDIVISION OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION, LOCATED IN THE S.W. 1/4 OF SECTION 22 T11N R3E, TOGETHER WITH THE WEST 300 FEET OF THE SOUTH 660 FEET LESS THE HIGHWAY RIGHT OF WAY, LOCATED IN THE S.E. 1/4 OF SECTION 21 TOWNSHIP 11 NORTH RANGE 3 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEWARD COUNTY, NEBRASKA.

LEGAL DESCRIPTION:

A LEGAL DESCRIPTION OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION, LOCATED IN THE S.W. 1/4 OF SECTION 22 TOWNSHIP 11 NORTH RANGE 3 EAST, TOGETHER WITH THE WEST 300 FEET OF THE SOUTH 660 FEET LESS THE HIGHWAY RIGHT OF WAY, LOCATED IN THE S.E. 1/4 OF SECTION 21 TOWNSHIP 11 NORTH RANGE 3 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEWARD COUNTY, NEBRASKA.

REFERRING TO THE SOUTHEAST CORNER OF SECTION 21 T11N R3E; THENCE NORTH 00°07'51" WEST, (AN ASSUMED BEARING) ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, A DISTANCE OF 58.83 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF U.S. HWY 34, AND THE POINT OF BEGINNING. THENCE NORTH 00°07'53" WEST, ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, A DISTANCE OF 446.29 FEET, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION; THENCE NORTH 89°52'15" EAST, ON THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 120.07 FEET, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION; THENCE NORTH 00°08'09" WEST ON THE WEST LINE OF EVERGREEN DRIVE, A DISTANCE OF 77.08 FEET, TO THE NORTHEAST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION; THENCE SOUTH 89°59'20" WEST, ON THE NORTH LINE OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION, A DISTANCE OF 120.03 FEET, TO THE NORTHWEST CORNER OF LOT 10; THENCE NORTH 00°06'27" WEST, ON THE WEST LINE OF LOT 9, BLOCK 1, VALLEY VIEW ESTATES 1ST ADDITION, A DISTANCE OF 77.33 FEET; THENCE NORTH 89°58'50" WEST, A DISTANCE OF 300.17 FEET, ON THE NORTH LINE OF THE EAST 300 FEET OF THE SOUTH 660 FEET, OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE SOUTH 00°08'28" EAST, ON THE WEST LINE OF THE EAST 300 FEET OF THE SOUTH 660 FEET OF THE SOUTHEAST 1/4, A DISTANCE OF 568.80 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF U.S. HWY 34; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 09°22'02", A CHORD BEARING OF SOUTH 83°52'14" EAST, A CHORD DISTANCE OF 302.10 FEET, TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 186,040.55 SQUARE FEET OR 4.271 ACRES MORE OR LESS.

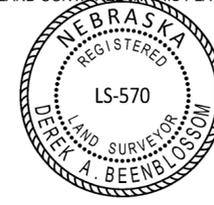
SURVEYOR'S CERTIFICATE:

I, DEREK A. BEENBLOSSOM HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THIS PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.

SIGNED THIS 27TH DAY OF DECEMBER, 2022.

Derek A. Beenblossom

DEREK A. BEENBLOSSOM L.S. #570



OWNERSHIP CERTIFICATE:

I, KENNETH L. LUEBBE, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT. THIS PLAT SHALL BE KNOWN AS "LUEBBE-MARTIN ADDITION". CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED.

WITNESS MY HAND THIS _____ DAY OF _____, 2023

KENNETH L. LUEBBE

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) SS

COUNTY OF SEWARD)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE PERSONALLY APPEARED KENNETH L. LUEBBE, AND SEPARATELY AND SEVERALLY ACKNOWLEDGE THIS EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTORIAL SEAL THIS ____ DAY OF _____, 2023.

NOTARY PUBLIC

OWNERSHIP CERTIFICATE:

I, SHANE M. MARTIN, AND ANN E. MARTIN, HUSBAND AND WIFE, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT. THIS PLAT SHALL BE KNOWN AS "LUEBBE-MARTIN ADDITION". CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED.

WITNESS MY HAND THIS _____ DAY OF _____, 2023

SHANE M. MARTIN HUSBAND

ANN E. MARTIN WIFE

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) SS

COUNTY OF SEWARD)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE PERSONALLY APPEARED SHANE M. MARTIN AND ANN E. MARTIN, HUSBAND AND WIFE, AND SEPARATELY AND SEVERALLY ACKNOWLEDGE THIS EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTORIAL SEAL THIS ____ DAY OF _____, 2023.

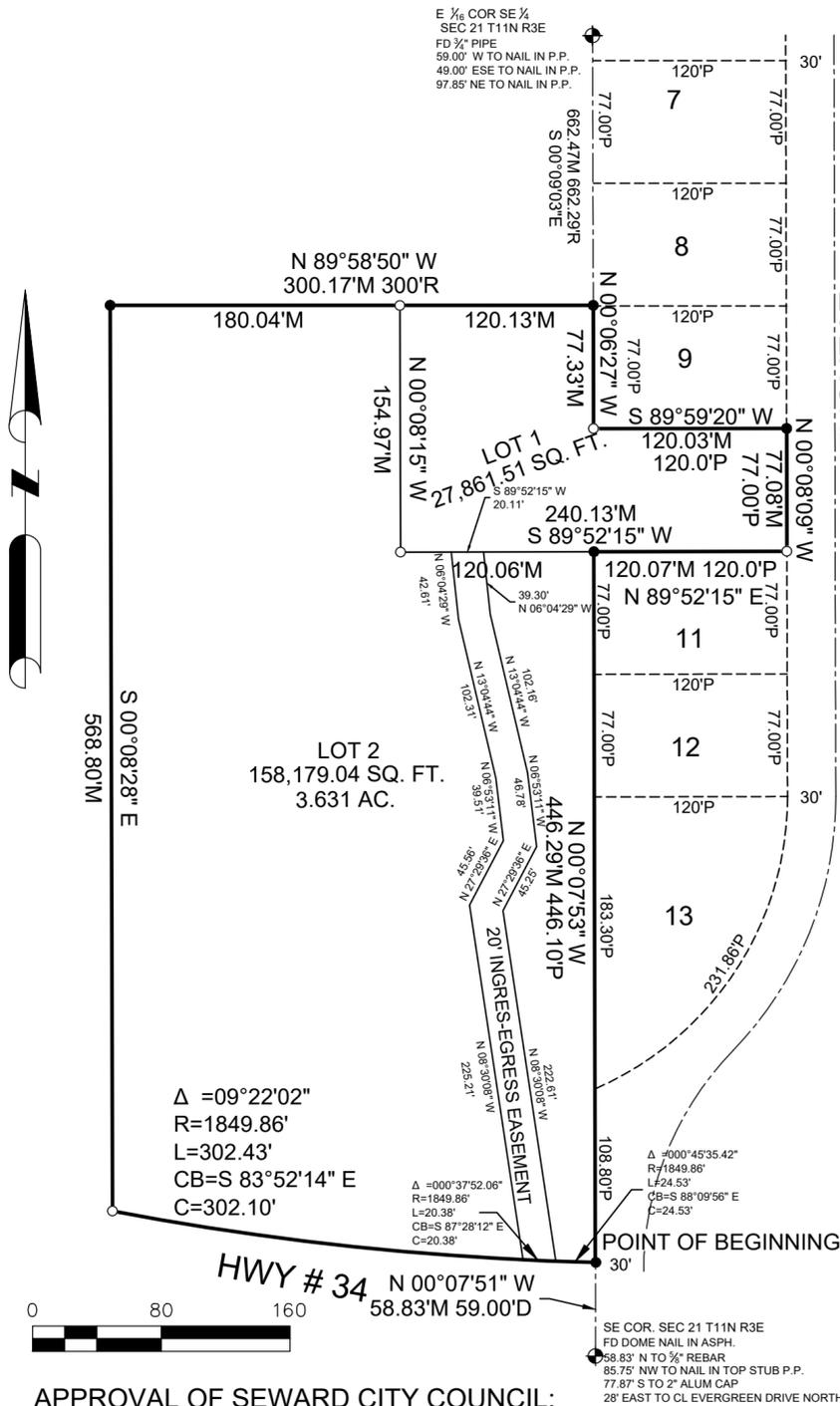
NOTARY PUBLIC

APPROVAL OF THE SEWARD PLANNING COMMISSION:

THIS PLAT OF "LUEBBE-MARTIN ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD PLANNING COMMISSION THIS ____ DAY OF _____, 2023.

CHAIRPERSON

SECRETARY OF PLANNING COMMISSION



APPROVAL OF SEWARD CITY COUNCIL:

THIS PLAT OF "LUEBBE-MARTIN ADDITION" HAS BEEN SUBMITTED AND APPROVED BY THE SEWARD CITY COUNCIL THIS ____ DAY OF _____, 2023.

ATTEST:

MAYOR

CITY CLERK

REGISTER OF DEEDS:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN SEWARD COUNTY REGISTER OF DEEDS OFFICE.

DATE: _____ TIME _____ IN DRAWER _____

INST. NO _____ FEE _____

REGISTER OF DEEDS

ALLEN SURVEYING SERVICES LLC
6412 Kearney Ave. Lincoln, NE 68507 402-466-4366
1128 Main Ave. Crete, NE 68333 402-826-4620

800215060

800106539

800106687

800106547

800106695

800106555

800106709

800106563

800106717

800106571

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800039254

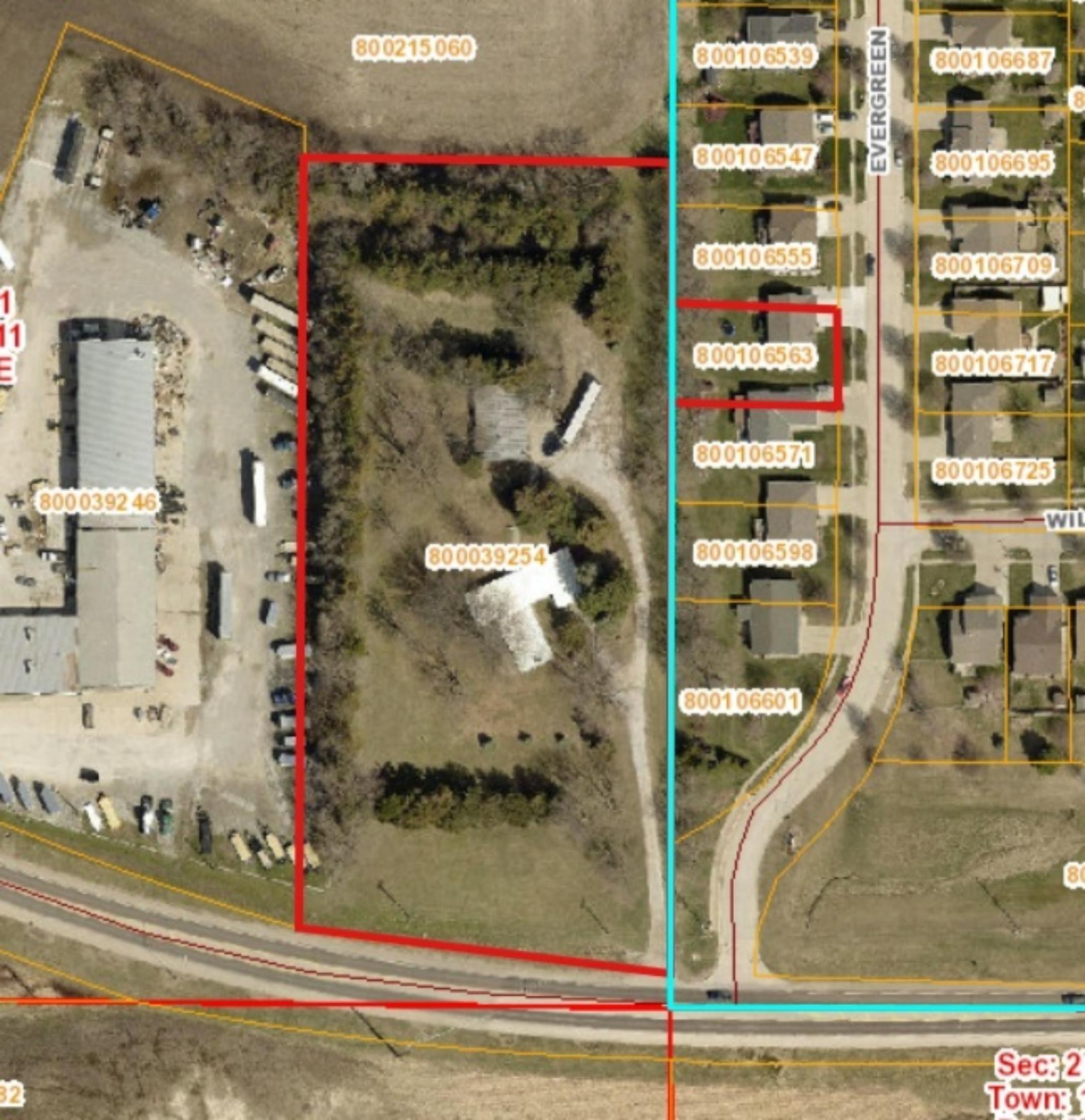
EVERGREEN

WIL

Sec: 2
Town: 1

1
1
E

32



Return To: Derek Bargmann
City of Seward
Seward, NE

ORDINANCE NO. 2023-3

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "LUEBBE-MARTIN ADDITION", A PLAT OF LAND LOCATED IN THE SE1/4 OF SECTION 21 AND IN THE SW1/4 OF SECTION 22, ALL IN TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH 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.

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

Section 1. Plat and Dedication Approved. The Plat and dedication of the following described real estate is hereby approved:

A LEGAL DESCRIPTION OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION, LOCATED IN THE S.W. 1/4 OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., TOGETHER WITH THE WEST 300 FEET OF THE SOUTH 660 FEET LESS THE HIGHWAY RIGHT OF WAY, LOCATED IN THE S.E. 1/4 OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M. ALL IN THE CITY OF SEWARD, SEWARD COUNTY NEBRASKA:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M.; THENCE NORTH 00°07'51" WEST, (AN ASSUMED BEARING) ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, A DISTANCE OF 58.83 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF U.S. HWY 34, AND THE POINT OF BEGINNING. THENCE NORTH 00°07'53" WEST, ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, A DISTANCE OF 446.29 FEET, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION; THENCE NORTH 89°52'15" EAST, ON THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 120.07 FEET, TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION; THENCE NORTH 00°08'09" WEST ON THE WEST LINE OF EVERGREEN DRIVE, A DISTANCE OF 77.08 FEET, TO THE NORTHEAST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION; THENCE SOUTH 89°59'20" WEST, ON THE NORTH LINE OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION, A DISTANCE OF 120.03 FEET, TO THE NORTHWEST CORNER OF LOT 10; THENCE NORTH 00°06'27" WEST, ON THE WEST LINE OF LOT 9, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION, A DISTANCE OF 77.33 FEET; THENCE NORTH 89°58'50" WEST, A DISTANCE OF 300.17 FEET, ON THE NORTH LINE OF THE EAST 300 FEET OF THE SOUTH 660 FEET, OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE SOUTH 00°08'28" EAST, ON THE WEST LINE OF THE EAST 300 FEET OF THE SOUTH 660 FEET OF THE SOUTHEAST 1/4, A DISTANCE OF 568.80

FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF US. HWY 34; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 09°22'02", A CHORD BEARING OF SOUTH 83°52'14" EAST, A CHORD DISTANCE OF 302.10 FEET, TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 186,040.55 SQUARE FEET OR 4.271 ACRES MORE OR LESS

Section 2. Plat Designated. The plat of said real estate is hereby designated as "LUEBBE-MARTIN ADDITION", City of Seward, Seward County, Nebraska."

Section 3. Filing and Recording of Plat. An accurate plat of said real estate as platted and dedicated as heretofore set forth, certified to by an Engineer or Surveyor, together with a certified copy of this Ordinance shall be filed in the office of the Seward County Clerk, Seward, Nebraska.

Section 4. Pamphlet form; publication; when operative. This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication as provided by law and City Ordinance.

Passed and approved this _____ day of _____, 2023.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Derek Bargmann
City Clerk

A. Consideration of a Major Subdivision Application of Lots 1 and 2 of Luebbe-Martin Addition



PAID

City of Seward Planning Commission
Major Subdivision Application

Application shall be submitted a minimum of 30 days prior to the City Planning Commission Meeting. City Planning Commission meets the 2nd Monday of each Month.

Date: 11/23/2022 Preliminary Plat Fee: \$400 + \$40 per Lot: \$80 + Notification Fee: \$100 = Amount Due: \$580

Owner/Developer: Shane & Ann Martin Address: 623 S Evergreen Dr
 Email: shane.m.martin1@gmail.com Phone: 308-340-6527
 Legal Description: _____ Subdivision: Lubbee-Martin
 Project Engineer: _____ Number of Lots: 1
 Present Zoning: R3 Requested Zoning: R3

Within City Limits	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Adjacent to City Limits	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Within 2 Mile Area	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Annexation Requested	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Subdivision Agreement Submitted	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Performance Bond Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>

Signed by Developer: 
Digitally signed by: MARTIN,SHANE,MICHAEL.1147467520 Date: 2022.11.23 11:20:50 -0600

Preliminary Plat Review

Staff Review

Electric Dept _____
 Street Dept _____
 Police Dept _____
 Park/Rec Dept _____

Agency Review

Cable TV _____
 Gas Co _____
 Phone Co _____
 School Board _____
 County P.C. _____

Final Plat Fee: \$100 + \$10 per Lot: \$20 + Filing Fee: \$28 = Amount Due: \$148

Aid to Construction for Electric Department per Resolution No. 2015-25

Developer Fee \$400 Per Lot : _____ Developer Fees - \$4 per foot of electrical line installation: _____

Neighborhood Park Dedication/Fees In Lieu Of (City of Seward Unified Land Development Ord. 410-41.5) See ULDO Article 41, Public Improvements & Infrastructure, 410-41.5 Section B, Parks and Reservations, to determine land or cash donation: _____

Total Amount Due: \$728.00

Date Action Taken: Planning Commission _____ City Council _____

APPLICATION TYPE

Major Subdivision Application

FINAL ACTION?

DEVELOPER/OWNER

Shane Martin/Kenneth Luebbe

PC HEARING DATE

January 9th, 2023

RELATED APPLICATIONS

Re-Zone

PROPERTY ADDRESS, ZONING DISTRICT/USE

976 East Hwy 34, R3, Residential

623 Evergreen, R3, Residential

ADJACENT ZONING DISTRICTS/USE:

North, Exempt – City of Seward

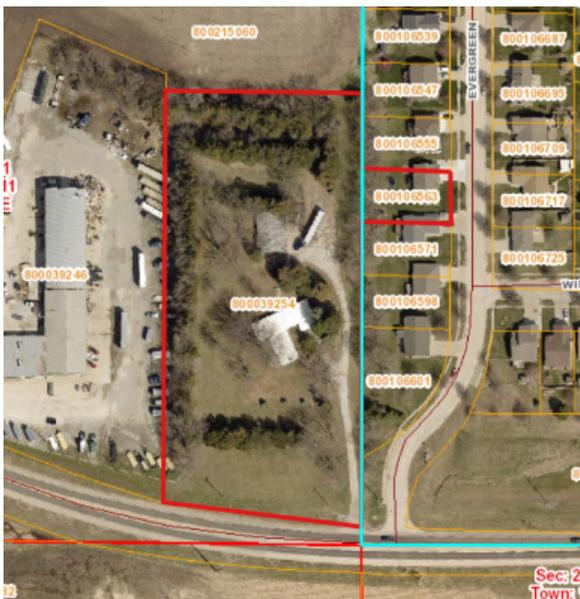
East, R-3, Residential – John & Susan Singleton, Brian Vanderslice, Dennis & Cheri Wullenwaber, Aaron & Amanda Adams, Duane & Jaala Nelson

South, AG, Agriculture – John Ingerslew

West, C-2, Commercial – Southwest Building Inc.

BRIEF SUMMARY OF REQUEST:

A Major Subdivision preliminary and final plat review of lots 1 and 2 Luebbe-Martin Addition.



APPLICATION CONTACT

Shane Martin, 308-340-6527

623 Evergreen Dr. Seward NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Comprehensive Plan is difficult to decipher for this area. The adjacent Uses are commercial and residential.

ANALYSIS

This is a Major Subdivision application to plat an existing non-platted lot for the purpose of redrawing lot lines.

In accordance with ULDO Article 38 Subdivision Approvals and Procedures the Major Subdivision Procedure is implemented here due to the an existing lot that is non-platted. The newly platted lots 1 and 2 meet the minimum requirements for lots in an R-3 residential zone. The subject properties are currently served by City utilities and streets and do not require the extension of utilities and streets.

The notice of this Public Hearing was published in the paper, letters were mailed to owners within 300 feet, and the subject land was posted.

APPROXIMATE LAND AREA:

4.271 acres, 186,040.55 square feet +/-

LEGAL DESCRIPTION:

A LEGAL DESCRIPTION OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION, LOCATED IN THE S.W. 1/4 OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., TOGETHER WITH THE WEST 300 FEET OF THE SOUTH 660 FEET LESS THE HIGHWAY RIGHT OF WAY, LOCATED IN THE S.E. 1/4 OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M. ALL IN THE CITY OF SEWARD, SEWARD COUNTY NEBRASKA:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M.; THENCE NORTH 00°07'51" WEST, (AN ASSUMED BEARING) ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, A DISTANCE OF 58.83 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF U.S. HWY 34, AND THE POINT OF BEGINNING. THENCE NORTH 00°07'53" WEST, ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, A DISTANCE OF 446.29 FEET, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION; THENCE NORTH 89°52'15" EAST, ON THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 120.07 FEET, TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION; THENCE NORTH 00°08'09" WEST ON THE WEST LINE OF EVERGREEN DRIVE, A DISTANCE OF 77.08 FEET, TO THE NORTHEAST CORNER OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION; THENCE SOUTH 89°59'20" WEST, ON THE NORTH LINE OF LOT 10, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION, A DISTANCE OF 120.03 FEET, TO THE NORTHWEST CORNER OF LOT 10; THENCE NORTH 00°06'27" WEST, ON THE WEST LINE OF LOT 9, BLOCK 1, VALLEY VIEW ESTATES FIRST ADDITION, A DISTANCE OF 77.33 FEET; THENCE NORTH 89°58'50" WEST, A DISTANCE OF 300.17 FEET, ON THE NORTH LINE OF THE EAST 300 FEET OF THE SOUTH 660 FEET, OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE SOUTH 00°08'28" EAST, ON THE WEST LINE OF THE EAST 300 FEET OF THE SOUTH 660 FEET OF THE SOUTHEAST 1/4, A DISTANCE OF 568.80 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF US. HWY 34; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 09°22'02", A CHORD BEARING OF SOUTH 83°52'14" EAST, A CHORD DISTANCE OF 302.10 FEET, TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED

AREA OF 186,040.55 SQUARE FEET OR 4.271 ACRES MORE OR LESS. (PID 800039254, 800106563)

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

2. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Identified as Luebbe-Martin Addition from 'RR - Rural Residential District' to 'R-3 - Urban Residential Mixed-Density District - Building/Zoning & Code Enf Director Dworak



PAID

Request for Amendment to the Unified Land Development Ordinance

Date: 11/23/21 Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: _____ = Amount Due: \$300

Applicant: Shane & Ann Martin Address: 623 S Evergreen Drive

Phone: (308) 340-6527 Email: shane.m.martin1@gamil.com _____ 976 East Hwy 34

I wish to Build Alter Buildings/
Structures Change the Use of Premise Land or Structures Address: 623 S Evergreen Dr

Legal Description: Lubbee-Martin addition

The following change in the Unified Land Development ordinance is hereby requested:

Change in zoning of the subject property from its present classification: RR

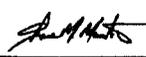
To the following proposed zoning classification: R3

Amend the text or district regulations as follows: _____

To permit the following improvement or use: _____

The applicant shall furnish a plat of the area containing the property for which a zoning change is sought and including all the lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section _____ of the _____ Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

Applicate Signature:  Digitally signed by MARTIN,SHANE,MICHAEL 1147467 520 Date: 2022.11.23 11:27:21 -0600



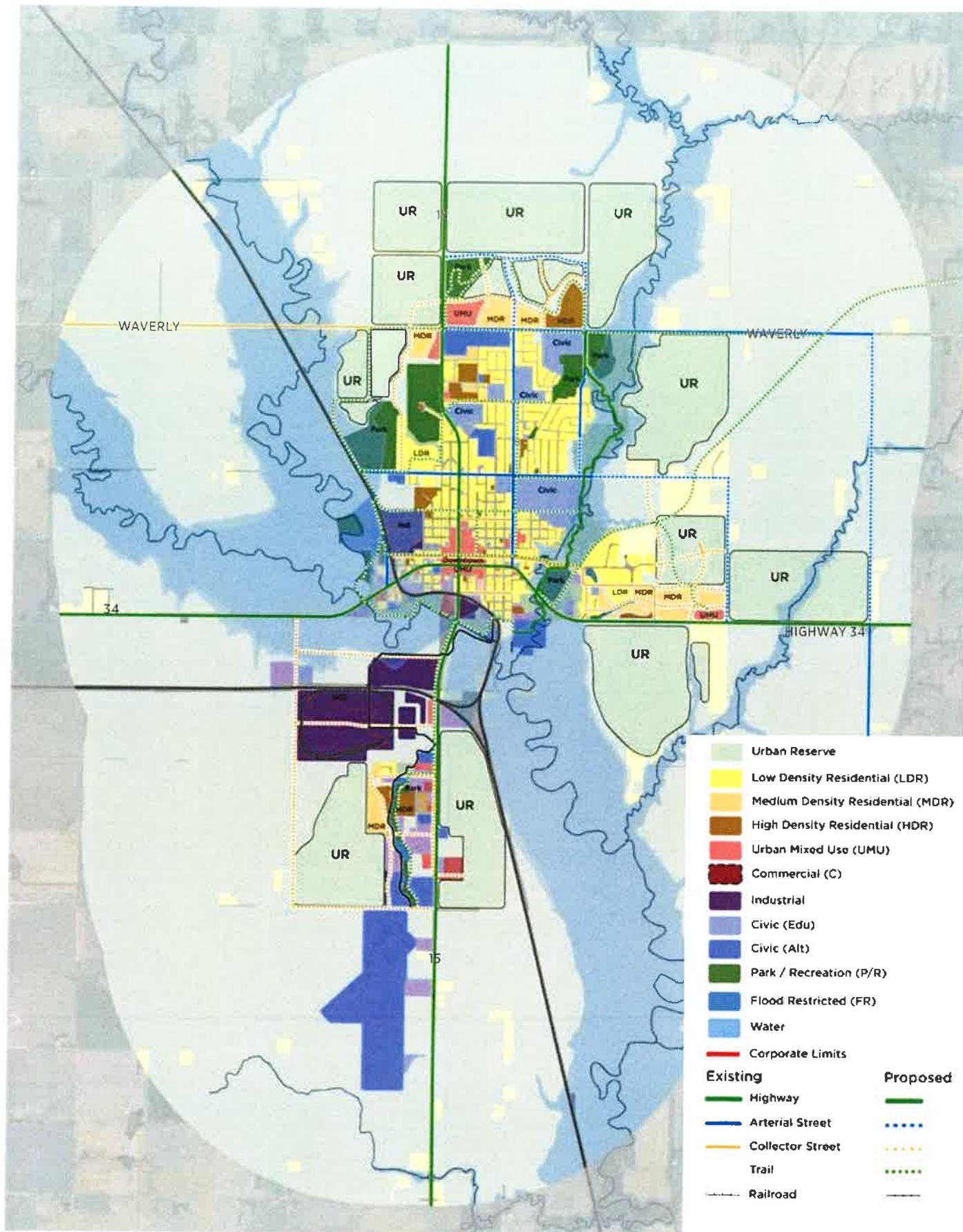


Figure 3.4: Future Land Use Map



800215060

800106520

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800106709

800106563

800106717

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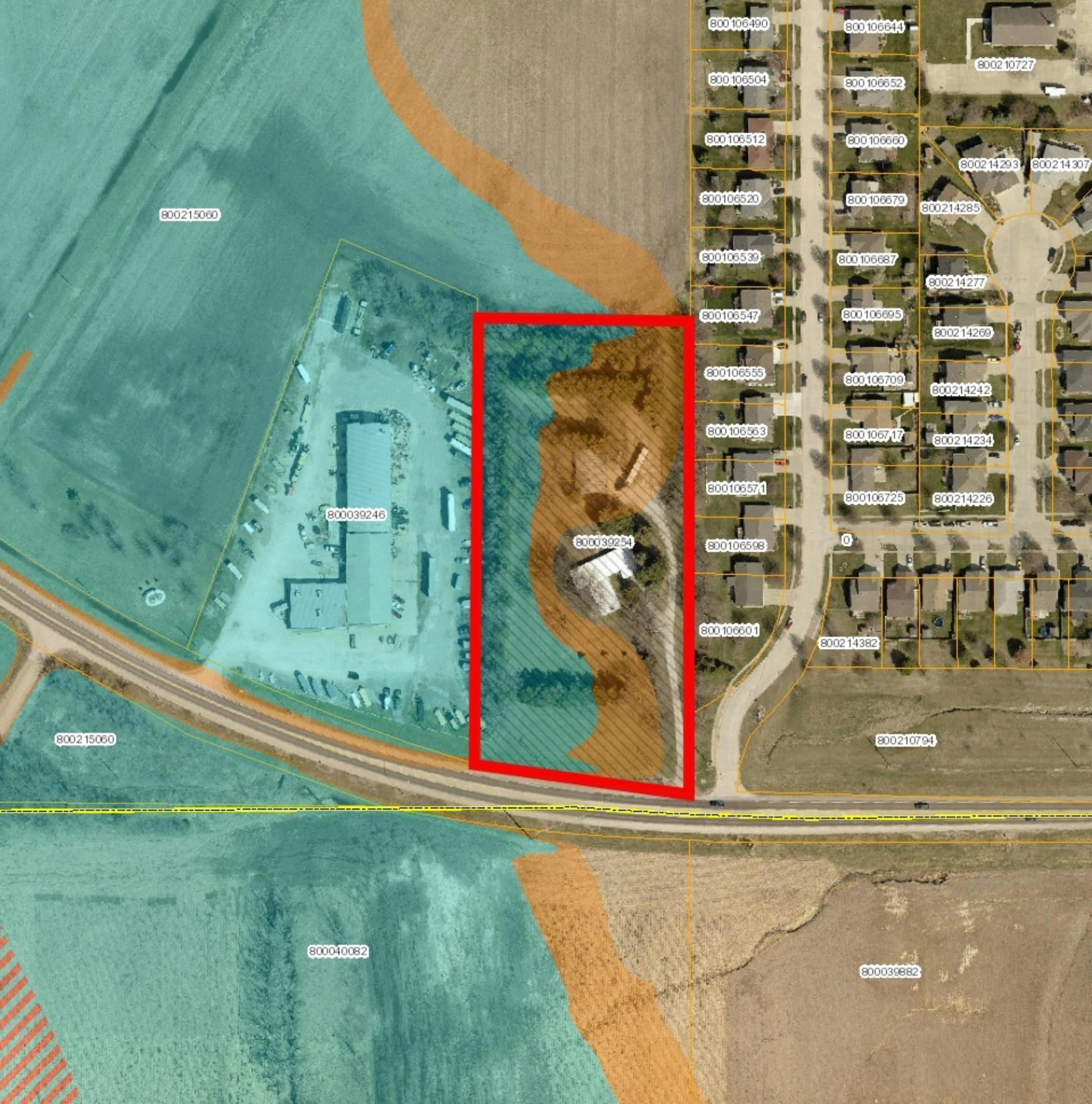
800215060

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800210794



January 5, 2023

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

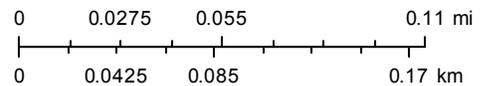
Legend

Sidewalks

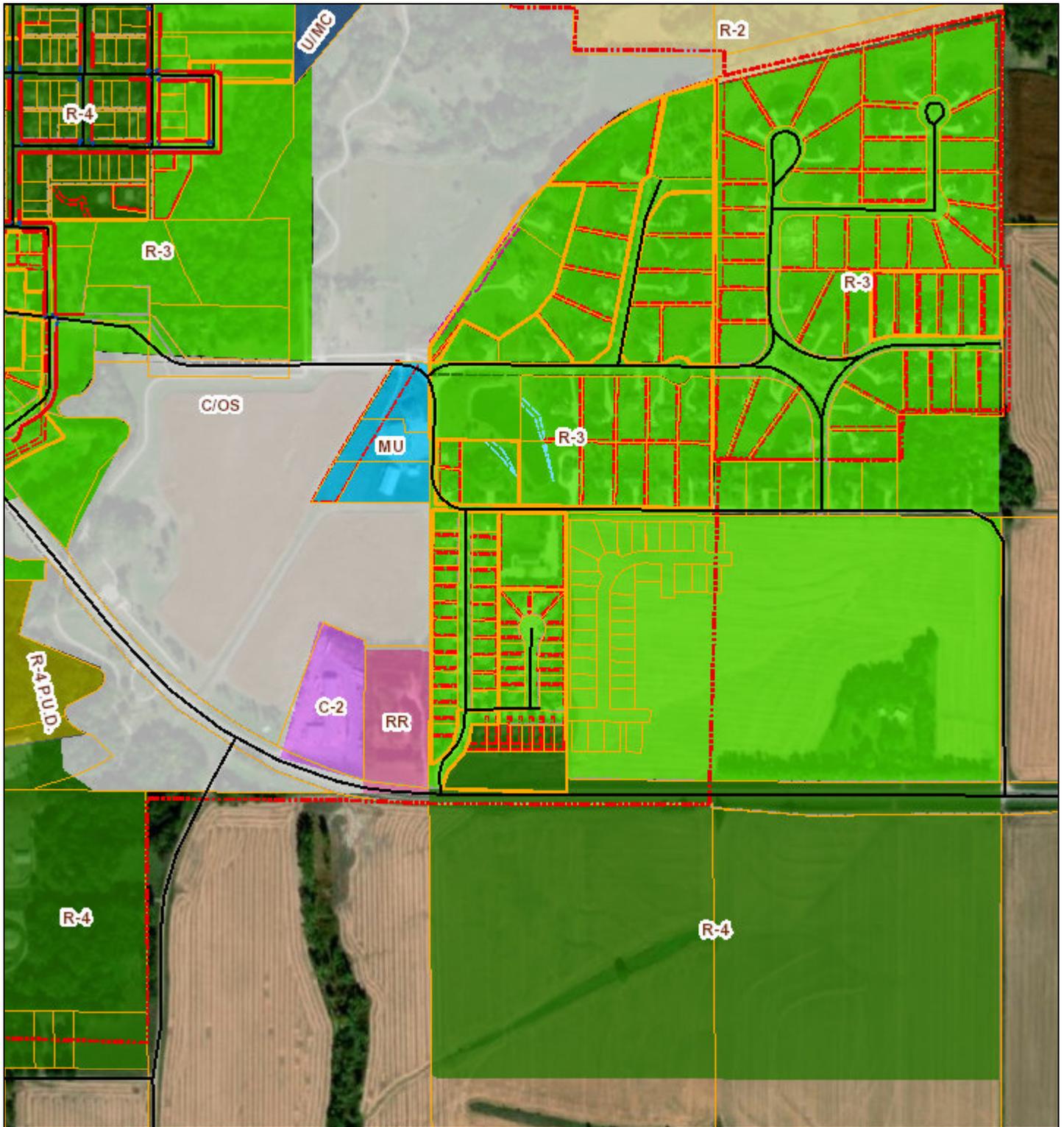
Subdivisions

- ADA Sidewalk
- Deficient Sidewalk
- Missing Sidewalk
- Streets
- Parcels

1:3,274



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



January 5, 2023

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

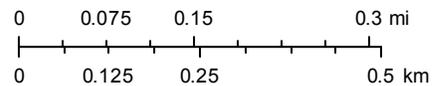
Legend

Sidewalks

- ADA Sidewalk
- Deficient Sidewalk
- Missing Sidewalk
- Streets
- City Limits

- Parcels
- Subdivisions

1:10,380



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

City of Seward Planning Commission
142 N 7th St, Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

<u>APPLICATION TYPE</u>	<u>FINAL ACTION?</u>	<u>DEVELOPER/OWNER</u>
Rezone Application		Kenneth Luebbe

<u>PC HEARING DATE</u>	<u>RELATED APPLICATIONS</u>	<u>PROPERTY ADDRESS, ZONING DISTRICT/USE</u>
January 9, 2023	Major Subdivision Preliminary Final Plat	976 East Highway 34, RR, Residential

ADJACENT ZONING DISTRICTS/USE:

North, Exempt – City of Seward

East, R-3, Residential – John & Susan Singleton, Brian Vanderslice, Dennis & Cheri Wullenwaber, Shane & Ann Martin, Aaron & Amanda Adams, Duane & Jaala Nelson

South, AG, Agriculture – John Ingerslew

West, C-2, Commercial – Southwest Building Inc.

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from RR (Rural Residential) to R-3 (Urban Residential Mixed-Density) for the purpose zoning compliance.



APPLICATION CONTACT

Shane Martin, C# 308-340-6527

623 Evergreen Dr, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Comprehensive Plan is difficult to decipher for this area. The adjacent Uses are commercial and residential.

ANALYSIS

Applicant is requesting a rezone from RR Rural Residential District to R-3 Urban Residential Mixed Density District. The property is currently a residential property use. Per the Uniform Land Development Ordinance (ULDO) for the City of Seward, any property annexed into the corporate limits shall be zoned to the zoning district that most nearly describes either its present use or the use proposed by Seward's Comprehensive Development Plan (§410-4.9). The property is bound by a commercial business and residential properties. The parcel meets zoning requirements of R-3 zoning. The re-zone will be followed by a major subdivision plat.

The current property is located inside the corporate limits of the City of Seward.

The notice of this Public Hearing was published in the paper, letters were mailed to owners within 300 feet, and the subject land was posted.

APPROXIMATE LAND AREA:

4.40 acres or 191664 square feet +/-

LEGAL DESCRIPTION:

Commencing at the Southeast corner of Section Twenty-One(21), Township Eleven(11), North, Range Three(3), East of the 6" P.M., Seward County, Nebraska, running thence North 660 feet, thence West 300 feet, thence South 660 feet, thence East 300 feet to the place of beginning, Except that portion deeded to the State of Nebraska in Book 67 Page 464 for highway purposes.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

ORDINANCE NO. 2023-2

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED RR RURAL RESIDENTIAL DISTRICT, TO R3 URBAN RESIDENTIAL MIXED-DENSITY DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF HIGHWAY 34 AND WEST OF EVERGREEN DRIVE; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. PROPERTY REZONED. The following described property located within Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "RR Rural Residential District", to "R3 Urban Residential Mixed-Density District" to wit:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEWARD COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11), NORTH, RANGE THREE (3), EAST OF THE 6" P.M., SEWARD COUNTY, NEBRASKA, RUNNING THENCE NORTH 660 FEET, THENCE WEST 300 FEET, THENCE SOUTH 660 FEET, THENCE EAST 300 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION DEEDED TO THE STATE OF NEBRASKA IN BOOK 67 PAGE 464 FOR HIGHWAY PURPOSES.

Section 2. USES PERMITTED. Uses permitted by the ordinance of the City of Seward, Nebraska for "I2 General Industrial District" are hereby and herein authorized for said area and land described in Section 1 of this ordinance.

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended, and it is ordered that the above described land shall now be shown as "R3 Urban Residential Mixed-Density District."

Section 4. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication or posting as provided by law and city ordinance.

Passed and approved this _____ day of _____, 2023.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of a Resolution Adjusting Recreation Fees, Increasing Fees for Use of the Seward Community Golf Course and Blue Valley Campground - Public Properties
Director Bob Core

RESOLUTION NO. 2023-1

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

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

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

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

Seward Youth Sports Programs:

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

Seward Dowding Swimming Pool:

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

Seward Recreation Facilities:

Sports Complex Concession Stand

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

Plum Creek Park Softball Concession Stand

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

Cattle Athletic Training Facility

Seward Based Team Registration (per season)	\$400.00 (Dec 1 to May 1)
Non-Seward Based Team Registration	\$100.00 per hour
Private Instruction (1 per week)	\$ 25.00 per hour
Single Use	
Building (Team/Group)	\$ 20.00 per hour
Batting cage (individual)	\$ 10.00 per hour

Seward Community Golf Course:

	<u>Daily Green Fees</u>	
9 Holes (Including Tax)		<u>\$ 20.00</u>
18 Holes (Including Tax)		<u>\$ 27.00</u>

	<u>Annual Golf Fee</u>	
Single		<u>\$630.00</u>
Family		<u>\$813.75</u>
Age 19-25		<u>\$288.75</u>
Grade/High School		<u>\$157.50</u>

	<u>Daily Golf Cart Rental Per Player</u>	
9 Holes (Including Tax)		<u>\$ 9.00</u>
18 Holes (Including Tax)		<u>\$ 13.00</u>

	<u>Annual Golf Cart Lease</u>	
Single		<u>\$315.00</u>
Family		<u>\$420.00</u>

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

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

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

	<u>Miscellaneous</u>	
Annual Locker Rent		\$ 35.00
Annual Single Driving Range Pass		\$100.00
Annual Family Driving Range Pass		\$150.00
Driving Range Bucket of Golf Balls (Including Tax)		
Small Bucket		\$ 4.50
Medium Bucket		\$ 6.50
Large Bucket		\$ 8.50

Seward Blue Valley Campground:

Camper Unit	<u>\$ 25.00</u> per night
Senior Citizens (65+)	<u>\$ 15.00</u> per night
Tent Unit	<u>\$ 10.00</u> per night

Maximum length of stay is seven (7) consecutive days with a 48 hour interim between visits.

Seward Cemeteries:

Burial Space Fees

Adult Space	\$500.00
Infant Space (under 2 years old)	\$175.00

Grave Opening and Closing Fees

Adult Traditional (April 1-November 30)	\$550.00
Adult Traditional (December 1-March 31)	\$600.00
Adult Cremation (April 1-November 30)	\$275.00
Adult Cremation (December 1-March 31)	\$300.00

Infant Traditional/Cremation (April 1-November 30)	\$250.00 (under 2 yrs old)
Infant Traditional/Cremation (December 1-March 31)	\$275.00 (under 2 yrs old)

Monument and Marker Fees

Stone Setting	\$ 75.00 per setting
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Miscellaneous Fees

Perpetual Care	25% of burial space
Urn Vault	\$ 50.00
Saturday Funeral Closing	\$300.00
Sunday and Holiday Funeral Closing	\$500.00
Sunday and Holiday Grave Opening	\$290.00/hr (2 hr minimum)
Overtime Incurred (After 4:30 p.m. M-F)	\$100.00 hour
Deed Transfer	\$100.00

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

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

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

Resolutions 2016-06, 2016-21, 2017-08, 2017-18, 2018-03, 2021-24 and all previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: January 17, 2023

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

RESOLUTION NO. 2021-24

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

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

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

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

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Softball	\$ 35.00
Volleyball	\$ 30.00
Volleyball (Adult)	\$ 35.00
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Flag Football	\$ 30.00
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Adult (18-54)	\$ 5.00 per day
Youth (3-17)	\$ 4.00 per day
Senior (55-64)	\$ 4.00 per day
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Season Exercise Pass	\$ 55.00
10 Class Water Exercise Punch Card	\$ 30.00
Pre-K & Parent Swim Lesson	\$ 25.00 per session
Group Swim Lesson	\$ 40.00 per session
Private Swim Lesson	\$ 80.00 per session
Rental Fee	\$300.00

Seward Recreation Facilities:

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

	<u>Plum Creek Park Softball Concession Stand</u>	
One Day Rental		\$ 75.00
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Private Instruction (1 per week)	\$ 25.00 per hour
Single Use	
Building (Team/Group)	\$ 20.00 per hour
Batting cage (individual)	\$ 10.00 per hour

Seward Community Golf Course:

	<u>Daily Green Fees</u>	
9 Holes (Including Tax)		\$ 19.00
18 Holes (Including Tax)		\$ 26.00
	<u>Annual Golf Fee</u>	
Single		\$600.00
Family		\$775.00
Age 19-25		\$275.00
Grade/High School		\$150.00
	<u>Daily Golf Cart Rental Per Player</u>	
9 Holes (Including Tax)		\$ 7.00
18 Holes (Including Tax)		\$ 11.00
	<u>Annual Golf Cart Lease</u>	
Single		\$300.00
Family		\$400.00
	<u>Annual Golf Cart Storage With Trail Fee</u>	
Gas Cart (Does not include gas)		\$375.00
Electric Cart		\$400.00
	<u>Daily Trail Fee Only</u>	
Cart Stored Off-Site		\$ 10.00
	<u>Annual Trail Fee Only</u>	
Cart Stored Off-Site		\$200.00
	<u>Miscellaneous</u>	
Annual Locker Rent		\$ 35.00
Annual Single Driving Range Pass		\$100.00
Annual Family Driving Range Pass		\$150.00
Driving Range Bucket of Golf Balls (Including Tax)		
Small Bucket		\$ 4.50
Medium Bucket		\$ 6.50
Large Bucket		\$ 8.50

Seward Blue Valley Campground:

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

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

Seward Cemeteries:

Burial Space Fees

Adult Space \$500.00
Infant Space (under 2 years old) \$175.00

Grave Opening and Closing Fees

Adult Traditional (April 1-November 30) \$550.00
Adult Traditional (December 1-March 31) \$600.00
Adult Cremation (April 1-November 30) \$275.00
Adult Cremation (December 1-March 31) \$300.00

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Monument and Marker Fees

Stone Setting \$ 75.00 per setting

Miscellaneous Fees

Perpetual Care 25% of burial space
Urn Vault \$ 50.00
Saturday Funeral Closing \$300.00
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Deed Transfer \$100.00

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

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

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

Resolutions 2016-06, 2016-21, 2017-08, 2017-18, 2018-03 and all previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: October 19, 2021

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier
Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
Derek Bargmann
City Clerk

(SEAL)



2. Consideration of a Construction Engineering Services Agreement with The Schemmer Associates, Inc. for the Karol Kay Boulevard Box Culvert Improvements Project and Authorization for Mayor to Sign All Documents - City Engineer Oneby

AGREEMENT BETWEEN
THE CITY OF SEWARD
AND
THE SCHEMMER ASSOCIATES
FOR PROFESSIONAL SERVICES

**Karol Kay Boulevard Box Culvert Improvements
CONSTRUCTION ENGINEERING**

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope.....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General.....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Opinions of Total Project Costs	3
ARTICLE 6 – GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	3
6.02 Use of Documents	5
6.03 Insurance	6
6.04 Suspension and Termination	6
6.05 Controlling Law.....	8
6.06 Successors, Assigns, and Beneficiaries.....	8
6.07 Dispute Resolution.....	8
6.08 Environmental Condition of Site.....	9
6.09 Indemnification and Mutual Waiver	9
6.10 Miscellaneous Provisions	10
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	12
8.01 Exhibits Included	12
8.02 Total Agreement	13

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

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

Owner intends to Contract with Engineer to receive construction engineering services for observation, material sampling, material testing, and management of the construction of the box culvert extension and associated plan work detailed in the plans entitled “Karol Kay Boulevard Box Culvert Improvements” (“Project”).

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit A.
- B. Owner shall pay Engineer as set forth in Exhibit B.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services,

expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition or newer) unless both parties mutually agree to use other General Conditions by specific reference.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.03 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition or newer) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit D. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit D will be supplemented to incorporate these requirements.

6.04 *Suspension and Termination*

- A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

- B. Termination. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

- 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
- 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for

services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.05 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.07 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit E or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit E. If Exhibit E is not included, or if no dispute resolution method is specified in Exhibit E, then the parties may exercise their rights under law.

6.08 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit F, "Allocation of Risks," if any.

- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.10 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall

continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
 - 2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.
 - 3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 - 4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, “Engineer’s Services,” consisting of 4 pages.
- B. Exhibit B, “Consultant Estimate of Hours and Expenses,” consisting of 2 pages.
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of 2 pages.

- D. Exhibit D, "Insurance," consisting of 2 pages.
- E. Exhibit E, "Dispute Resolution," consisting of 1 pages.
- F. Exhibit F, "Allocation of Risks," consisting of 1 pages.

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 14 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Seward

Engineer:

The Schemmer Associates

By: _____

By: Darin G. Brown

Title: _____

Title: CA Group Manager

Date: _____

Date: _____

Signed: _____

Signed: _____

Address for giving notices:

Address for giving notices:

333 S. 21st Street
Suite 102
Lincoln, NE 68510

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
 4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 5. Furnishing services of Engineer's Consultants for other than Basic Services.
 6. Providing construction surveys and staking to enable Contractor to perform its work.
 7. Providing Construction Phase services beyond the original date for final completion of the Work.
 8. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 14, 2022.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Additional Services as set forth below.

PART 1 – SCOPE OF SERVICES

KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS

(Project Description)

This project includes work associated with the Construction Engineering services related to the construction/repairs to the existing twin span concrete box culvert and stabilize the downstream drainageway located under Karol Kay Boulevard approximately 0.3 miles south of Waverly Road in Seward, NE.

The Construction Engineering tasks set forth in this document shall follow the construction plans titled, *Karol Kay Boulevard Box Culvert Improvements*, sealed on August 18, 2022.

The required services will include project administration, construction staking, materials testing, construction observation, traffic control review, and construction coordination meetings.

Information Provided by the City or Others

The City will provide the following:

- a. City Representative for Construction Meetings and Coordination
- b. Maps of all City utilities with list of contact information
- c. As-Built plans of all adjacent and affected infrastructure including existing street, storm and sanitary sewers, watermain, etc.
- d. Data on existing City control points and benchmarks

Tasks specifically not included:

- Additional oversight due to unforeseen utility conflicts outside the scope herein.
- Production of As-Built plans
- Additional staking as a result of Contractor initiation
- Staking of utilities. Utilities are responsible for locates.

I. Project Administration- This task consists of project management activities, Construction Site Meetings, Utility Coordination, and progress meetings with City staff and internal coordination meetings.

- a. *Project Management-* Includes activities required for budget and schedule management, staff assignments, preparation and processing of project correspondence, invoices, and monthly progress reports throughout the construction through completion.
- b. *Construction Site Meetings-* Site meetings will be held weekly, TBD by contractor, to review progress, coordinate future work, resolve site issues, review contractor progress pay items, etc. It is anticipated
- c. *Utility Coordination Meetings-* Includes meeting with utility owners on site during construction to verify utility locates and discuss potential impacts to utility.
- d. *Progress Meetings-* Provide City of Seward summary statements of construction progress, advance Contractor Pay Apps, notice of plan discrepancies, overruns, change orders, etc.

II. Construction Staking- This task consists of providing construction staking for the work associated with the box culvert extension, sidewalk replacement, and manhole construction. It is assumed all the following tasks will be performed over four (4) site visits during the construction process. Contractor shall make all staking requests at least three days in advance of need for scheduling purposes.

- a. *Box Culvert Staking-*
 - i. Centerline alignment of the box culvert staked with offsets to the Contractor's preference following Pre-Construction Meeting.
 - ii. Box removal line
 - iii. Front face of headwalls
 - iv. End of apron
 - v. Elevation benches (2)
- b. *Storm Sewer / Man Hole-*
 - i. Manhole location
 - ii. Flow line elevation of inverts
 - iii. Tap elevation into box culvert
 - iv. Sewer line alignment in/out of manhole
- c. *Project Limits* – Limits of Construction (LOC's) shall be marked to aid the contractor in avoiding impacts to private property not addressed by plans and/or easements.
- d. *Fencing* – Stake limits of new fencing on east and west sides of Karol Kay Blvd.

III. Materials Testing- This task will include the physical testing of construction materials for quality control and verification of plan document requirements.

- i. Compressive sampling and testing of concrete. It is assumed that a total of 12 concrete cylinders will be tested in the lab for conformance.
- ii. One soil proctor test will be sampled and tested in the lab. The proctor shall be used in the compaction testing of backfill around the culvert.
- iii. Soil compaction testing in field. (4 tests)

IV. Construction Inspection- This task will include the on-site observation and monitoring of construction for quality control and verification of plan document adherence.

- i. Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- ii. Review work zone traffic control when on site and, at a minimum monthly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices).
- iii. Collect and file all delivery tickets and material certifications. Certifications shall be reviewed for material conformance prior to allowing Contractor to incorporate into work. Material delivery tickets will be filed to document material quantities and daily deliveries.
- iv. Consultant shall review and approve shop drawings.
- v. Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to City of Seward. Once reviewed by City of Seward, proceed with the approval process. Forward a signed hardcopy to City of Seward for further processing.
- vi. Communicate and coordinate plan revisions and change orders with the Designer.
- vii. Generate periodic progress estimates and forward to City of Seward for further approval.
- viii. Generate periodic progress estimates and forward to City of Seward for further approval.

- ix. The Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans.
- x. Measure, calculate, and document quantities of pay items
- xi. Keep all records and data up to date.
- xii. Assume **45** trips to the site for construction inspection. It is understood the Contractor has the potential to perform the work between October 25, 2022 and October 21, 2023. It is assumed the Contractor will need approximately 90 working days during that period of time to complete the work. The estimated 45 trips correlates to being on-site 50% of those days.
- xiii. It is assumed full time on-site construction observation will not be necessary. Time will be targeted at key construction actions and moments that will benefit the project and assure the City of Seward is getting a quality product. It is assumed the average site visit time by the field inspector will be 4.5 hrs. Total hours assumed on-site is 45 days at 4.5 hrs per day = 203 hrs.
- xiv. On-site physical duties will include the following:
 - 1. Weekly meetings to coordinate activities with Contractor, City of Seward, Utilities, and/or subcontractors as needed.
 - 2. Physically checking formwork as it is being constructed and prior to any placement of reinforcement.
 - 3. Physically checking reinforcement prior to casting any concrete to ensure it is in conformance with plan details.
 - 4. Monitoring all concrete pours and finishing of pours. (6 concrete pours are expected)
 - 5. Collection of materials certifications to ensure the materials meet plan requirements. (Reinforcement, Concrete, Pipe)
 - 6. Monitoring of Contractor movements and ensuring property outside of the Limits of Construction (LOC) is not being impacted.
- xv. Project Closeout. Assist with City of Seward official in verifying all construction activities have been completed in accordance with the plans.

Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Item Review
- All Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Test Results

THE SCHEMMER ASSOCIATES INC.

PROJECT COST SUMMARY FOR
SCHEMMER PROJECT NO.

Construction Engineering Services

Prepared: 10/10/22

By: DGB

Revised:

By:

City of Seward

ESTIMATED COSTS

PERSONNEL CLASSIFICATION	HOURS	2022	
		AVG. RATE	FEE CHARGE
Principal-in-Charge	0	\$240.00	\$0.00
Project Manager	28	\$190.00	\$5,320.00
Senior Engineer	15	\$180.00	\$2,700.00
Registered Design Engineer	0	\$140.00	\$0.00
Materials Technician	10	\$120.00	\$1,200.00
Field Inspector	209	\$105.00	\$21,945.00
Senior Registered Surveyor	6	\$145.00	\$870.00
Survey Party Chief	0	\$100.00	\$0.00
2 Person Crew	31	\$165.00	\$5,115.00
Administrative Assistant	0	\$70.00	\$0.00
SUBTOTAL LABOR	299		\$37,150.00
TOTAL LABOR			\$37,150.00
EXPENSES	AMOUNT	RATE	TOTAL
Subconsultant	CPFF	\$0.00	\$0
Mileage	4500	\$0.56	\$2,500
Mileage (Survey Vehicle)	0 Miles	\$0.58	\$0
Reflectorless Survey Equipment Rental	0 days	\$85.00	\$0
Laboratory Supplies	0 Lump Sum	\$1,000.00	\$0
Meals	0 Days	\$45.00	\$0
Lodging	0 Days	\$90.00	\$0
Soil Boring	0 Lump Sum	\$1,000.00	\$0
Postage	0 Lump Sum	\$200.00	\$0
TOTAL EXPENSES			\$2,500
TOTAL CONTRACT COSTS		\$	39,650.00

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
 2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates included in Exhibit B.
 3. The total compensation for services under Paragraph C2.01 is estimated to be \$39,650.00
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
 5. The total estimated compensation for Engineer’s services included Paragraph C2.01.B.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultant’s charges.
 6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultant’s charges.
 7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Exhibit B.

- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT D**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

Engineers Certificate of Liability insurance is attached to this Exhibit D.

This is **EXHIBIT E**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.09 Dispute Resolution

- A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Allocation of Risks

Paragraph 6.10 of the Agreement is amended and supplemented to include the following agreement of the parties:

I6.10.B *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

3. Approval of Professional Engineer's Recommendation and Authorization to Award a Professional Services Agreement to HDR Engineering, Inc. for Final Design of the Interior Drainage and Pump Station Improvements Project - City Engineer Oneby



Office of the City Engineer

147 North 7th Street
Seward, NE 68434
(402) 643-2928 x203

Memo

To: Seward City Council

From: Mike Oneby, City Engineer

cc: Derek Bargmann, City Clerk
Greg Butcher, City Administrator
Bob Miers, Street Superintendent

Date: January 13, 2023

Re: Seward Interior Drainage and Pump Station Improvements Design Team Selection

The City of Seward (City) is seeking a qualified design engineering firm (Firm) to undertake the design of an upgrade to the Seward Interior Drainage and Pump Station, located at the southern end of S. 10th Street, abutting the levee. The project budget, including engineering and construction, is anticipated to be \$2 million.

The City used a multi-step selection process that included the following:

1. Soliciting a Statement of Qualifications (SOQs) from qualified Firms;
2. Scoring of SOQs (attached);
3. Check of references from past projects;
4. Ranked list of Firms.
5. Negotiation with the highest ranked Firm to develop a signed contract.

The selection process conforms with United States Code (USC) Title 40 Chapter 11 Sections 1103 and 1104 for procurement of architectural and engineering services. In so doing, the selection process meets the procurement requirements to remain eligible for state and federal funding.

Evaluation of the Firms was conducted by a designated Selection Committee, which consists of the following City Officials:

1. Greg Butcher, City Administrator
2. Bob Miers, Street Superintendent
3. Mike Oneby, City Engineer
4. Derek Bargmann, City Clerk (ex-officio).

Result

After evaluating the Statements of Qualification and conducting reference checks, the Committee ranked the Firms as follows, with No. 1 being the Most Qualified:

1. HDR, Inc.
2. Short, Elliot, Hendrickson, Inc. (SEH)

Recommendation

The Committee recommends approval by the City Council to enter negotiations with the Most Qualified Firm, HDR Inc. to reach an agreement on the Scope of Services and compensation for those services.

Scoring Summary for Qualifications-based Selection of Architectural & Engineering Services

STATEMENT OF QUALIFICATIONS PHASE

Owner: City of Seward, Nebraska

Project: Seward Internal Drainage and Pump Station Improvements

Date: December 9, 2022

Name: Derek Bargmann, recorder

Table 1. Ordinal Scoring by Category

No.	Category	Weight	Ordinal Score (1 - 10)	
			HDR	SEH
1	General Qualifications	5%	7.0	7.5
2	Overall Experience	20%	6.2	5.0
3	Key Projects	15%	4.5	5.0
4	Project Manager	20%	5.8	7.3
5	Project Team	20%	7.8	6.7
6	Project Understanding and Approach	15%	8.7	6.3
7	SOQ Submittal	5%	7.0	7.3
Total		100%		

Selection Criteria

- 1 General Qualifications
 - Introduction to firm
 - Ability to execute design
 - Applicable highlights
- 2 Overall Experience
 - Experience with Pump Station Design and Construction
 - All projects of similar size, dollar value
 - Experience with Flood Control Projects
 - Experience with Cost/Benefit Analysis
- 3 Key Projects
 - Experience with Pump Station Design and Construction
 - Experience with Flood Control Projects
 - Experience with Cost/Benefit Analysis
- 4 Project Manager
 - Experience with Pump Station Design and Construction
 - Experience with Flood Control Projects
 - Experience with Cost/Benefit Analysis
- 5 Project Team
 - Depth of experience/size of process team
 - Experience with Pump Station Design and Construction
 - Experience with Flood Control Projects
 - Experience with Cost/Benefit Analysis
- 6 Project Understanding and Approach
 - Conveys clear understanding of project
 - Conveys general plan for project execution
 - Touches on unique aspects and potential issues or roadblocks
- 7 SOQ Submittal
 - Completeness
 - Adherence to RFQ criteria/instructions
 - Appearance/functionality/readability
 - Certificate of Authorization
 - Proof of Insurance

Table 2. Weighted Score by Category

No.	Category	Weight	Weighted Score	
			HDR	SEH
1	General Qualifications	0.05	0.35	0.38
2	Overall Experience	0.20	1.23	1.00
3	Key Projects	0.15	0.68	0.75
4	Project Manager	0.20	1.17	1.47
5	Project Team	0.20	1.57	1.33
6	Project Understanding and Approach	0.15	1.30	0.95
7	SOQ Submittal	0.05	0.35	0.37

Total	1.00	6.64	6.24
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Note: maximum score = 10.

Table 3. Rank by Category

No.	Category	Rank by Category	
		HDR	SEH
1	General Qualifications	2	1
2	Overall Experience	1	2
3	Key Projects	2	1
4	Project Manager	2	1
5	Project Team	1	2
6	Project Understanding and Approach	1	2
7	SOQ Submittal	2	1

Table 4. Final Ranking

Rank	Firm	Score
1	HDR, Inc.	6.64
2	SEH, Inc.	6.24

Note: maximum score = 10.



Statement of Qualifications for

Seward Interior Drainage and Pump Station Improvements

December 6, 2022



TABLE OF CONTENTS

i

Letter of Intent

01

Qualifications

02

Past Experience and References for Similar Projects

12

Project Team

31

Project Approach

34

Certification of Authorization and Proof of Liability Insurance



Letter of Intent



December 6, 2022

City of Seward
Derek Bargmann - City Clerk
537 Main St, Seward, NE 68534

RE: Seward Interior Drainage and Pump Station Improvements

The City of Seward has proactively secured federal funds for a project to replace the existing levee pump station. This project will provide critical improvements to reduce the risk to the City and its residents due to interior flooding. The HDR team understands your project and has developed an approach and team tailored to your specific needs that will provide the following benefits to the City:

Close collaboration and proactive communication from Project Manager, Vicki Twerdochlib, for a project delivered on time and on budget. As your Project Manager, I will leverage my understanding of all facets of flood risk reduction to successfully deliver this project to the City. I have led numerous levee certification and improvement projects in Omaha, Council Bluffs, Norfolk, and throughout the US. My depth of experience and expertise in USACE levee policy, levee design, analysis, and operations and maintenance (O&M) sets the City up for a cost-effective and implementable project which meets regulatory requirements. Paul Woodward will serve as project engineer. His experience with levee policy, levee improvements, and operations is a perfect complement to me, and will provide the City with unique perspectives for this critical project.

Schedule risks addressed by an experienced team. Lengthy USACE reviews, complex railroad coordination, and possible wetlands have the potential to derail the project schedule. Our team has the technical expertise and understanding of approvals required to mitigate these risks. From our long-standing and respected relationships with both the Kansas City and Omaha USACE Districts and the BNSF railroad, to interior drainage modelers, and in-house economists with FEMA grant fund administration know-how, we will effectively support milestone submissions for this design and streamline our Section 408 and Section 404 submittals.

Pump station solutions that reflect our lessons learned from local experience. Our pump station team has evaluated and designed numerous types of pump stations across the Midwest. HDR's team includes electrical and instrumentation and control (I&C) engineers who have experience automating stormwater pump stations for both USACE and municipal clients. Additionally, our pump station and structural team will evaluate methods of construction to "truth" the design with safety, reliability, costs, and feasibility.

With each project, we deliver technical excellence and sound engineering solutions to build and restore needed infrastructure for Nebraska communities. As your Project Manager and point of contact, I will communicate with you and provide the highest level of accountability, keeping your interests at the forefront of every decision. We are committed to the City of Seward, interested in performing the work, and ask that you select our team for this project.

Sincerely,
HDR Engineering, Inc.

Vicki Twerdochlib, PE
Project Manager
402.926.7190 | vicki.twerdochlib@hdrinc.com

hdrinc.com

1917 S 67th Street, Omaha, Nebraska 68106-2973
T 402.399.1000 F 402.399.4918



Qualifications

QUALIFICATIONS

 For more than 105 years, HDR has partnered with communities in Nebraska to deliver technical excellence. We have a long history of tackling water resources, flooding, and infrastructure challenges throughout the state. **HDR is an employee-owned organization and we are ranked No. 5 on ENR's list of Top 500 Design Firms in the US.**

Our highly experienced professionals specialize in many disciplines, including nearly 1,500 water engineering professionals. HDR is a recognized leader in providing comprehensive flood control and water resources services to our clients. Water resources engineers, geotechnical engineers, hydrogeologists, GIS specialists, environmental scientists and economists throughout HDR provide services that deliver cost-effective, applicable solutions to our clients. Our industry leadership stems from:

- Local resources and expertise supported by regional and national leaders.
- Ability to listen and understand client needs and apply innovative and cost-effective solutions.
- Holistic understanding of the complex challenges that arise during planning and design.

Our water resources and geotechnical professionals are registered engineers and certified floodplain managers with the sound engineering judgment expected by the U.S. Army Corps of Engineers (USACE) and the Federal Emergency Management Agency (FEMA) to integrate superior technical capabilities with a thorough understanding of criteria, standards, and methods.

At HDR, designing, rehabilitating, renovating, and modernizing flood protection facilities and assets requires a different skill set than that of traditional sanitary or drainage/stormwater systems. Dealing with flood protection systems requires an understanding of design intent, knowledge of construction methods and materials, and familiarity with current available technology.

With our local resources and global experts, we can deliver full-service solutions including condition assessment and asset management, hydraulic modeling, optimization and resiliency planning, financing and rate planning, environmental studies, utility coordination, identification of easements and right-of-ways and permit acquisition.

Our experience with flood protection systems and interior drainage needs have shaped our approach that allows us to design the right solution the first time.



Our Project Management Team

Vicki Twerdochlib, PE, CFM and Paul Woodward, PE, CFM have a combined four decades of water resources management expertise. With Vicki as your Project Manager and Paul as your Project Engineer, the City will benefit from organized project leadership that will achieve the required federal funding milestones. Vicki and Paul will drive the schedule to project completion.



Past Experience and References for Similar Projects

PAST EXPERIENCE AND REFERENCE FOR SIMILAR PROJECTS

HDR is experienced in delivering successful stormwater solutions for utilities locally and throughout the United States. The table below presents a sampling of HDR's experience with projects similar to your project. More detailed descriptions for our key projects are provided on the pages following the table. This experience will provide proven approaches and "lessons learned" which will be leveraged to your benefit.

PROJECT	PROJECT RELEVANCE AND DESCRIPTION									Project Manager	Project Team	Engineering Fee	Client Contact
	Interior Drainage/Levee or Floodwall Penetrations	Pump Station Design/Modifications	Electrical Design/Modifications, Standby Power	Civil and Structural Design	USACE Permits/Approvals (Section 408/404)	Surveying	SCADA	Geotechnical Evaluation	Utility Coordination				
City of Omaha, Missouri River Levee System Certification	●	●	●	●	●	●		●	●	Vicki Twerdochlib	Brian Hoagland, Bryan Kumm, Matt Pillard	\$3.3M	Jake Hansen, 402.444.3922, jake.hansen@cityofomaha.org
City of Cedar Rapids, Flood Control and Mitigation Projects	●	●	●	●	●	●	●	●	●	Michael Butterfield	Vicki Twerdochlib, Darren Jack, Brian Hoagland, Bryan Kumm, Shawn Howell, Creighton Omer, Matt Feuerhelm, Ryan Dalrymple, Brice Stafne, Patrick Halstead	\$14M (CRFM) \$2.2M (WPCF)	Rob Davis, 319.286.5808, r.davis@cedar-rapids.org
City of Norfolk, Levee Certification	●	●	●	●	●	●		●	●	Vicki Twerdochlib	Paul Woodward, Bryan Kumm, Brice Stafne	In progress	Steven Rames, 402.844.2020, srames@ci.norfolk.ne.us
City of Clinton, Various Pump Station Improvements	●	●	●	●	●	●	●	●	●	Kevin Newman, Joe Roberts, David Dechant (retired)	Brian Hoagland, Ryan Dalrymple, Bryan Kumm, Kaitlyn Rohloff, Shawn Howell	\$1.6M	Robert Milroy, 563.363.2090, bobmilroy@cityofclintoniowa.us
USACE Kansas City District, Armourdale CID Levee Pump Station Modifications	●	●	●	●	●	●	●		●	John Denlinger	Ryan Dalrymple, Shawn Howell, Brian Hoagland, Kaitlyn Rohloff	\$1.4M	Zach Parsons, 816.389.2352, zachary.a.parsons@usace.army.mil
City of Omaha, Storz Expressway and Riverfront Industrial Pump Station Rehabilitation Study	●	●	●	●	●		●			Sean Bell	Jeremy Cook	In progress	Keegan Bell, 402.444.3503, keegan.bell@cityofomaha.org
City of Omaha, Nicholas Street Storm Pump Station and North Downtown Sanitary Improvements	●	●	●	●	●	●	●		●	Sean Bell	Vicki Twerdochlib, Brian Hoagland, Shawn Howell	In progress	Chris Driscoll, 402.444.4966, christine.driscoll@cityofomaha.org
City of Blair, 2011 Flood Disaster Mitigation	●	●	●	●	●	●		●	●	Chris Koenig	Vicki Twerdochlib, Darren Jack, Bryan Kumm, Matt Pillard, Emily Schmit, Brice Stafne	\$353K	Al Schoemaker, 402.426.4191, ars@blairnebraska.org
City of Council Bluffs, Flood Control System MR-2/Avenue C Pump Station	●	●	●	●	●	●		●	●	Chris Koenig	Vicki Twerdochlib, Brian Hoagland, Bryan Kumm	\$382K	Matt Cox, 712.328.4634, mcox@councilbluffs-ia.gov
City of Omaha, Leavenworth Lift Station	●	●	●	●	●	●		●	●	Bob Reide (retired)	Chris Koenig, Brian Hoagland, Brice Stafne	\$473K	Jim Theiler, 402.444.5225, james.theiler@cityofomaha.org
Omaha Airport Authority, Eppley Airfield Stormwater Pump Station Improvements	●	●	●	●					●	Sean Bell	-	\$10K	Dan Owens, 402.661.8000, dan.owens@flyoma.com
Des Moines Wastewater Reclamation Authority, Wet Weather Treatment Facility	●	●	●	●	●	●	●	●	●	Ron Sova	Chris Koenig, Brian Hoagland	\$7M	Scott Hutchens, 515.323.8031, shutchens@dmgov.org

Key Projects - descriptions found on following pages

PROJECT DESCRIPTIONS

Missouri River Levee System Certification

CITY OF OMAHA | NEBRASKA

The City of Omaha faces the challenging task of pursuing levee accreditation in accordance with the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10) in order to participate in the National Flood Insurance Program (NFIP). Without this accreditation, the Federal Emergency Management Agency (FEMA) will develop its flood insurance maps without the benefit of a full accreditation of the levees, thus initiating FEMA’s new non-accredited levee analysis process for the purposes of defining the resulting floodplain boundary. This could place approximately 9 square miles of commercial, industrial and residential property in the heart of Omaha and the Eppley Airfield within the floodplain, resulting in potentially adverse economic impacts to the City of Omaha.

The Omaha levee consists of a series of earthen embankments and concrete floodwall sections, approximately 13.8 miles in length, that provide flood risk reduction along the west bank of the Missouri River. Despite the exceptional success of the Omaha levee system since construction in 1952 (and during the 2011/2019 floods), the levees are at risk of losing current accreditation if not certified. FEMA modified the levee requirements for the non-accredited levee mapping procedure and the USACE revised their rules and regulations regarding minimum design, operation, and maintenance standards for flood protection systems to address additional potential failure modes.



PROJECT COST

\$3.3M (ongoing, on budget)

COMPLETION DATE

Ongoing (Phases 1 and 2 are complete; 3 in progress; 4 beginning in 2023)

HDR is evaluating Omaha’s levee and floodwall systems for a flood protection system under the new standards, as well as the updated guidance associated with emergency preparedness plans. HDR’s work has included:

- Evaluation of the hydraulic analysis of the Missouri River along the levee and floodwall system using the model provided by USACE that was converted for FEMA’s purposes for mapping. The hydrology was fixed based upon the Upper Mississippi River System Flow Frequency Study completed in 2001.
- Interior drainage analysis was conducted by updating the existing InfoWorks along the levee system in accordance with USACE EM 1110-2-1413. The updates included update and inclusion of all pipes either that are either pumped or gravity flow through the levee, update of storm events for the coincident frequency analysis, update of the InfoWorks evaluations, and the statistical evaluation of the interior drainage riverine and interior drainage results. The statistical frequency analysis was performed for gravity structures using the USACE software HEC-SSP. The pump stations were evaluated using a spreadsheet statistical method.

- Collection and analysis of existing data related to levee and floodwall system, including extensive geological and geotechnical data.
- Field investigations, including evaluation of geological setting, geotechnical investigation with 27 exploratory test borings, cone penetration tests, hand auger borings, test pits, and geophysical resistivity mapping. Borings were conducted in accordance with USACE Engineering Regulation (ER) 1110-1-1807.
- Development of geological subsurface profiles and evaluation of geotechnical systems along the levee, including underseepage control measures.
- Floodwall analysis, including an I-wall analysis conducted in accordance with USACE Engineering Technical Letter (ETL) 1110-2-575.
- Uplift analyses on structures in accordance with EM 1110-2-2100 (Stability Analysis of Concrete Structures).
- Evaluation of the current Operations and Maintenance (O&M) manual for the levee system.

HDR is providing design services for required improvements in advance of levee recertification. HDR will be preparing the levee recertification submittal to FEMA Region 7. The recertification submittal will include the detailed interior drainage analysis.



Flood Control and Mitigation Projects

CITY OF CEDAR RAPIDS | IOWA

HDR is currently assisting the City of Cedar Rapids in designing a system of flood barriers to protect Cedar Rapids against a flood similar to the Floods of June 2008. **The system will be comprised of a combination of levees, floodwalls, gates, and pump stations.**

The project is anticipated to include between 20 and 25 gates to close streets and railroads that pass through the lines of protection. There are numerous stormwater pump stations to evacuate stormwater from the protected side of the flood protection when closed gates prevent gravity flow toward the river.

HDR developed an **InfoWorks 1D-2D hydraulic model** that incorporates the storm sewer pipe network to analyze the existing stormwater infrastructure and size new stormwater pumping systems. The results show the required pumping capacities, and the locations and depths of ponding throughout the drainage basin. Using the results of the InfoWorks model, HDR developed recommendations for a series of seven stormwater

pump stations, in conjunction with improvements within the drainage area, to protect the east side of the Cedar River from interior storm flooding. HDR's instrumentation and control scheme designs for the first two facilities, the NewBo and Sinclair pump stations, established the controls that have been used in all pump station designs.

All of the pump stations have SCADA controls that automate the slide gates. The Sinclair Pump Station has a separate gatewell, and the gate in it is still controlled by the pump station's controls. The NewBo Pump Station and 3rd Ave Pump Station have gatewells that are integral to the pump station structure. All of the future East Side pump stations (Cedar Lake, A Ave, 5th Ave, and Cargill) will also have gatewells that are integral to the pump station structure.

HDR collaborated with the City for a post-2008 flood forensic analysis and development of a plan and design to protect the Cedar Rapids Water Pollution Control Facility (CRWPCF) from future flooding.

PROJECT COST

\$14M (Cedar River Flood Mitigation, in progress)

\$2.2K (WPCF Floodwall Protection, on budget)

COMPLETION DATE

In progress (Cedar River Flood Mitigation)

03/2015 (Cedar Rapids Water Pollution Control Facility, on schedule)

Forensic analysis revealed that the lower levels of the Main Lift Station dry well and the Solids Handling Complex sustained the first and most extensive damage due to internal flooding related to surcharging of the Main Interceptor Sewer, Main Lift Station dry well, and the Plant Return Sewer. Eventually, surface flooding from the Cedar River inundated the south two-thirds of the CRWPCF causing even more extensive damage.

HDR assisted the City with concept definition, design, bidding, and limited construction phase engineering services for a plant effluent pump station, process and storm sewer modifications, a stormwater pump station, and a flood wall and earthen berm.



Levee Certification Project

CITY OF NORFOLK | NEBRASKA

In order to maintain these levees, the City selected HDR to produce a levee certification package that will be submitted to FEMA for the City’s federal levee system. The levees on the North Fork of the Elkhorn River provide flood risk reduction for the City of Norfolk for the 1-percent annual chance (100-year) flood event.

The US Army Corps of Engineers (USACE) originally completed the construction of the levee in 1968, prior to turning the operations and maintenance over to the City of Norfolk.

In order to maintain flood risk reduction status through FEMA for the flood risk reduced area adjacent to the levee, levee certification is required. By federal regulations, this information must be supplied by the participating community for FEMA to recognize that the flood protection system meets, and continues to meet, minimum criteria and provides flood risk reduction that would show the appropriate risk zone determinations.

HDR completed interior drainage evaluations of the City’s 13 drainage structures that provide storm runoff through the levee to drain into the North Fork of the Elkhorn River. The riverine analysis was generated using the updated HEC-RAS model since there was no existing detailed study available. **The interior drainage analysis was completed using HEC-HMS for the evaluations, HY-8 for determination of head pressures, and HEC-SSP for the statistical analysis.**

PROJECT COST

In progress (under budget)

COMPLETION DATE

In progress

Multiple phases of existing evaluation and alternatives analysis have been completed for this project. The design contract is moving forward for improvement projects required for certification. Following design and construction, **the O&M manual will be updated and the certification submittal prepared and submitted to FEMA.**



Various Pump Station Projects

CITY OF CLINTON | IOWA

Margaret Street, 1st, 20th and 25th Avenue Pump Station Improvements

HDR assisted the City of Clinton with four improvement projects for pump station improvements as part of the City of Clinton's Long Term Control Plan for combined sewer overflows (CSOs). The pumping stations were at Margaret Street and the 1st, 20th and 25th Avenues. Various improvements included the need to increase pumping capacity, standby power and compliance, **design of SCADA communication and station control systems, improvements to existing pump station structures for required capacity improvements**, and construction of upstream storm and sanitary sewer separation requirements to appropriately separate the sanitary and stormwater flows. HDR's services included survey and geotechnical analysis, data collection, design, bidding, permitting and construction services. The projects were developed in coordination with nearby stormwater and sanitary projects that were necessary to complete that project.

The modifications at the pump stations were part of a series of planned improvements over a multi-year approach to separating the combined flows. These pump station improvement projects were constructed to serve future improvements during full build out conditions. The improvements required force main construction, structure modifications and demolitions for new construction, and SCADA system design.

Margaret Street incorporated HDR's recommendation of adding one new pumping bay to the existing pump station to increase pumping capacity from 80 cubic feet per second to 130 cubic feet per second. The new four bay pumping station kept the existing three propeller pumps and the addition of one additional pump to get to the desired flow rate. Construction included the removal of existing equipment and reconstruction of the building on top of the substructure. Existing pumps were tested and evaluated by the pumping manufacturer.

1st Avenue Pumping Station included the design and bidding services for a new sanitary combined sewer pump station with combined sewer overflow pump station. HDR performed a seepage analysis through the Mississippi River Levee where the pump station was constructed, and an excavation shoring system was required to protect the levee. **Coordination with USACE, as well as utilities was required.** The project included the demolition of the existing pump station and demolishing of an existing abandoned pump station including the removal of equipment and partial removal of the substructure to accommodate future piping. **The improvements included an electrical room to house electrical and communications equipment, which included upgrades to remote radio communications. The pump station was equipped with normal PLC-based pump control and a relay-based back-up control scheme in case of level transmitter or PLC failure.**

PROJECT COST

\$1.6M (total, on budget)

DESIGN COMPLETION DATE

Ongoing (Margaret St, 20th, and 25th are complete; 1st is in progress)

The 20th and 25th Avenue Pumping Station projects included improvements that will eventually serve the capacity of the full build-out of the CSO long-term plan. A manual screen was added to the wet well of the existing 20th Avenue pump station to serve as the influent channel for the new pump station. Gas fired standby generators were provided for reliability. Construction also included replacement of the remainder of the common force main for the 25th Avenue and 20th Avenue Sanitary (Combined) Pump Stations.



Armourdale CID Levee Pump Station Modifications

USACE KANSAS CITY DISTRICT | KANSAS/MISSOURI

HDR and Affinis Corporation provided final engineering design services for the modification of various flood pump stations located along the Kansas River in downtown Kansas City. This project will reduce the risk of flooding, improve the reliability and resiliency of the systems, strengthen aging infrastructure, and support levee performance and operations during future flood events. These pump stations are over 60 years old and are in need of rehabilitation and modifications to meet contemporary conditions and design standards. The project included design modifications to ten existing flood risk management pump stations located on the Armourdale and Central Industrial District (CID) levee units and include structural modifications, pump replacements, electrical distribution systems, and temporary bypass pumping.

HDR led the design modifications for the six pump stations requiring major modifications: Osage Avenue, 12th Street, Mill Street, 5th Street, and Shawnee Avenue, and Ohio Avenue. HDR fielded a multi-disciplinary team of technical experts including structural, hydraulic, electrical, mechanical, controls, and environmental disciplines. A previously completed feasibility study assessments provided initial insight into both the existing levee performance and the economic damages expected under existing conditions for an array of high-water events. Risk and uncertainty analysis results and observations of levee performance during flood events form the basis for the identification

of opportunities for risk reduction measures. The critical reaches for geotechnical underseepage failure and slope stability risks were identified and analyzed in each unit. Probabilities of failure versus water surface elevation were calculated for the most critical features to determine the overall existing risk for each unit.

The project included visual structural inspections and assessments, internal surveys to verify existing pump station dimensions, hydraulic analysis of the existing pump stations capacity, validation of the Feasibility Study structural calculation findings, and conducting specified structural or abandonment modifications for the identified Armourdale and CID Levee Units Pump Stations. The pump station modifications focused on improved structural strength and stability of the pump station structures to achieve the necessary factor-of-safety under current design standards. During the design process, it was determined to also include bid options for the installation of new pumps and related equipment to be funded by the local sponsors. This related equipment included sponsor-requested automation of pumps and sluice gates to allow for quicker response times when conditions warranted. HDR's electrical and controls engineers provided this design and working within existing sponsor control systems.

Structural design evaluated multiple levels of performance and loading conditions including serviceability, strength, and stability and followed

PROJECT COST

\$1.42M (on budget)

DESIGN COMPLETION DATE

2021, construction is ongoing

the guidance provided in EM 1110-2-2100, 1110-2-2104, 1110-2-2502, 1110-2-3104. Seismic loads were evaluated per ER 1110-2-1806 and EM 1110-2-6053.

Constructability considerations were an integral part of the design, as the phasing of structural modifications, pump removal and replacement, construction access, and utility connections needed to be coordinated and cross-checked across the interdisciplinary design team.

The project also included utility relocations, environmental and HTRW review, work restrictions to the construction contractor, the development of updated O&M manuals, temporary bypass pumping provisions, and government contingency plans.

The project design was completed under a compressed schedule to capitalize on supplemental appropriations through the Disaster Relief Act of 2019. The interdisciplinary project team worked closely with USACE to deliver the project on-time and on-budget, despite the COVID-19 challenges and an evolving scope of work as the complexity of the modifications and local sponsor preferences became clearer. HDR and Affinis worked together to meet both USACE and local sponsor expectations and are continuing with EDC/DDC construction phase services. This includes RFI response, submittals and shop drawing reviews, and witness inspections at the pump manufacturer's facilities.

Storz Expressway and Riverfront Industrial Pump Station Rehabilitation Study

CITY OF OMAHA | NEBRASKA

HDR provided conceptual design and planning for rehabilitation of two storm water pump stations, the Storz Expressway Pump Station and the Riverfront Industrial Park Lift Station that were damaged in the 2019 flood event. Rehabilitation includes replacement and upgrades of pumps, drives, engines, motors, and pump/drive control equipment.

HDR conducted a review of facility equipment operation and controls, and review of interconnectivity to nearby pumping facilities. We provided recommendations for equipment upgrades and replacements to allow facility operations to meet current NFPA and air emission codes and standards. A preliminary condition assessment was completed on key equipment that supports rehabilitation of pumping operations to understand historical use, run times, and necessary upgrades or replacement that needed to take place. HDR identified permit impacts and identified, evaluated, and summarized potential funding sources for rehabilitation of the facilities.

HDR worked closely with the City of Omaha facility, air monitoring, and levee staff along with the Chief Electrical Inspector and Fire Marshal to present cost effective alternatives to meet the City's needs while maintaining adherence to updated codes and standards.

PROJECT COST

In progress

COMPLETION DATE

12/2021 (on schedule)



During the levee recertification process, **Vicki provided insight on required USACE coordination and potential review times for the team's consideration.**



Nicholas Street Storm Pump Station and North Downtown Sanitary Improvements

CITY OF OMAHA | NEBRASKA

HDR is working with the City of Omaha to enhance protection in North Downtown Omaha to businesses and residences because of flood events and high river levels.

The Nicholas Street Pump Station, which has been in operation for 20 years, pumps stormwater from North Downtown Omaha to the Missouri River at a discharge point just east of the Riverfront Place condominiums. The two pumps are 30,000 gpm low discharge head pumps (30,000 gpm at 7.5' TDH) that only pump during wet weather events and high river levels.

Our instrumentation and controls (I&C) team will determine extents of existing remote controls for identified infrastructure to undergo rehabilitation or replacement and

capacity and controls that allow for remote operation of infrastructure in the area.

This will include the Burt-Izard Lift Station, Grace Street gates, North Interceptor Gates, and other system control elements that the City has installed currently or previously on the 18-inch, 30-inch, or 60-inch sewers in the NoDo Area.

The team will identify options for communication between the BILS and Grace Street Ditch areas for control of gates and sewer water surface elevations and determine the City's extents and breadth of the Larson Control System Upgrades along with the timeline for implementation. Using this information, the team will identify how real time controls may be

PROJECT COST

In progress

COMPLETION DATE

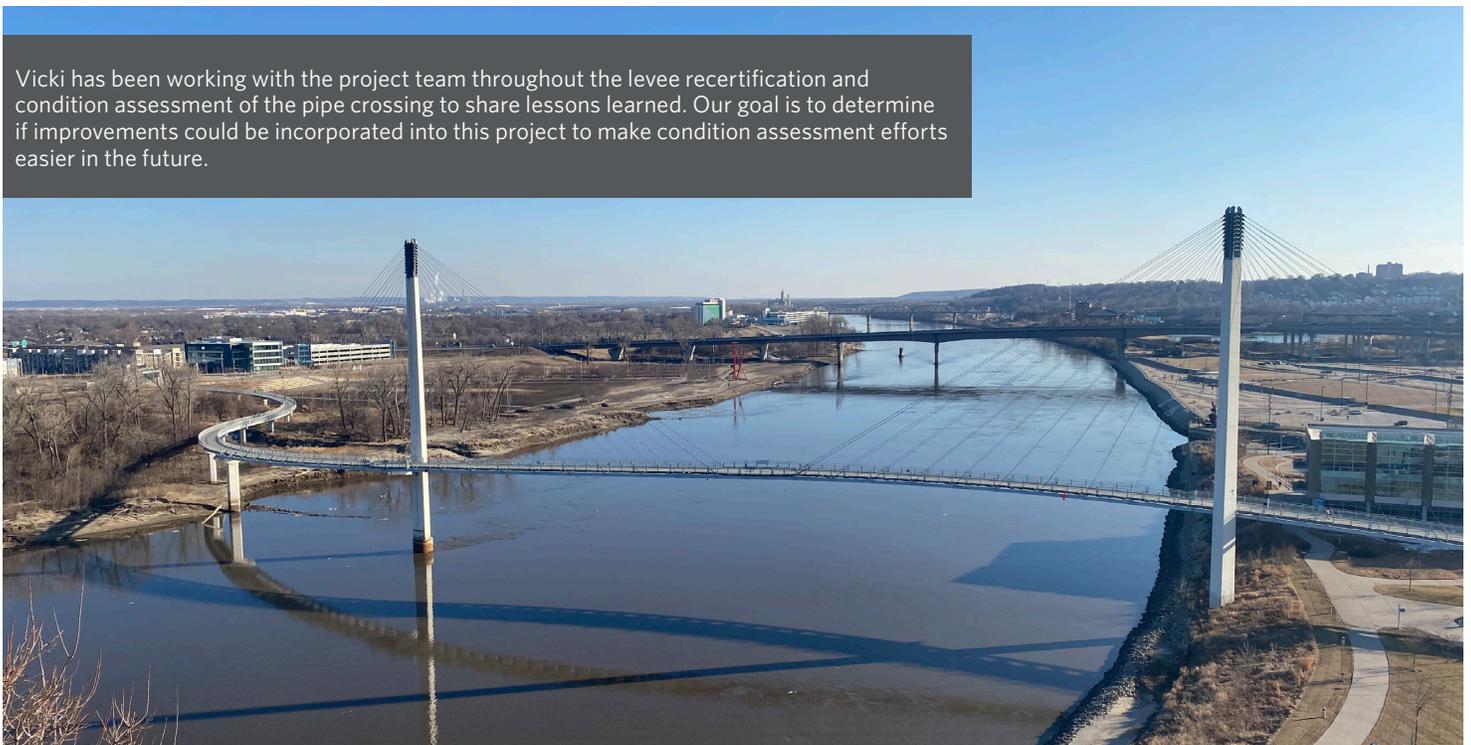
In progress

integrated into the proposed improvements with the City's control system upgrades.

In addition, the team will review and identify other potential means for system communications to manage controls such as radio or cellular. They will determine the potential for installing a dedicated fiber optic conduit line for both near- and long-term improvements.

At the conclusion of that phase, the team will plan for implementation of these controls and where they may be placed both on a permanent and potential interim basis dependent upon the timing of related installations or anticipated management location of the controls.

Vicki has been working with the project team throughout the levee recertification and condition assessment of the pipe crossing to share lessons learned. Our goal is to determine if improvements could be incorporated into this project to make condition assessment efforts easier in the future.



2011 Flood Disaster Mitigation

CITY OF BLAIR | NEBRASKA

The water and wastewater treatment plants for the City of Blair are located on a common campus located adjacent to the Missouri River. The plants were constructed in 1971 and had not been previously threatened by flood waters. In 2011, the City was forced to construct extensive temporary flood protection measures to protect the water and wastewater treatment plants during the Missouri River Flood. The flood waters remained above flood stage for 100 days and caused \$6.5 million in damages and flood fighting costs to keep the plants operational.

The flood fight exposed vulnerabilities at the plant sites that created significant risks to operations including the loss of access to the plants, gravity outfalls that could not be isolated, lack of back-up power for the intake structure, sanitary trunk sewers that could not be isolated, and extensive seepage due to soil conditions without a storm water removal system that threatened to flood both plants.

HDR worked with the City to recommend improvements that allow the City to maintain operation of the facilities during future high water events with minimal impact on plant operations by helping the City securing FEMA grant funds to complete the following:

- **Constructed a stormwater pump station and outfall pipe to remove the discharge from the plants as well as any stormwater or groundwater that impacts the site during a high river event. HDR performed interior drainage modeling for the routing of storm water flows. This resulted in the construction of two new outfalls at the river.**
- **Automated a closure structure across a roadway access road to a park riverward of the levee and design SCADA automation for the control of the sluice gates, pump station, and road closure structure.**
- **Constructed back-up power for both facilities.**
- Constructed continuous access to the WTP and WWTP property by reconstructing Fairview Drive at a higher elevation to allow access during flooding events.
- Constructed 2,900 LF of earthen berm to provide permanent flood risk reduction for the site containing the WTP and WWTP. This work included a connection to the UPRR embankment, which resulted in significant ROW and staff coordination during design and construction.
- Wetlands mitigation.
- Relocated several utilities.

PROJECT COST

\$353,000 (on budget)

COMPLETION DATE

05/2012 (on schedule)



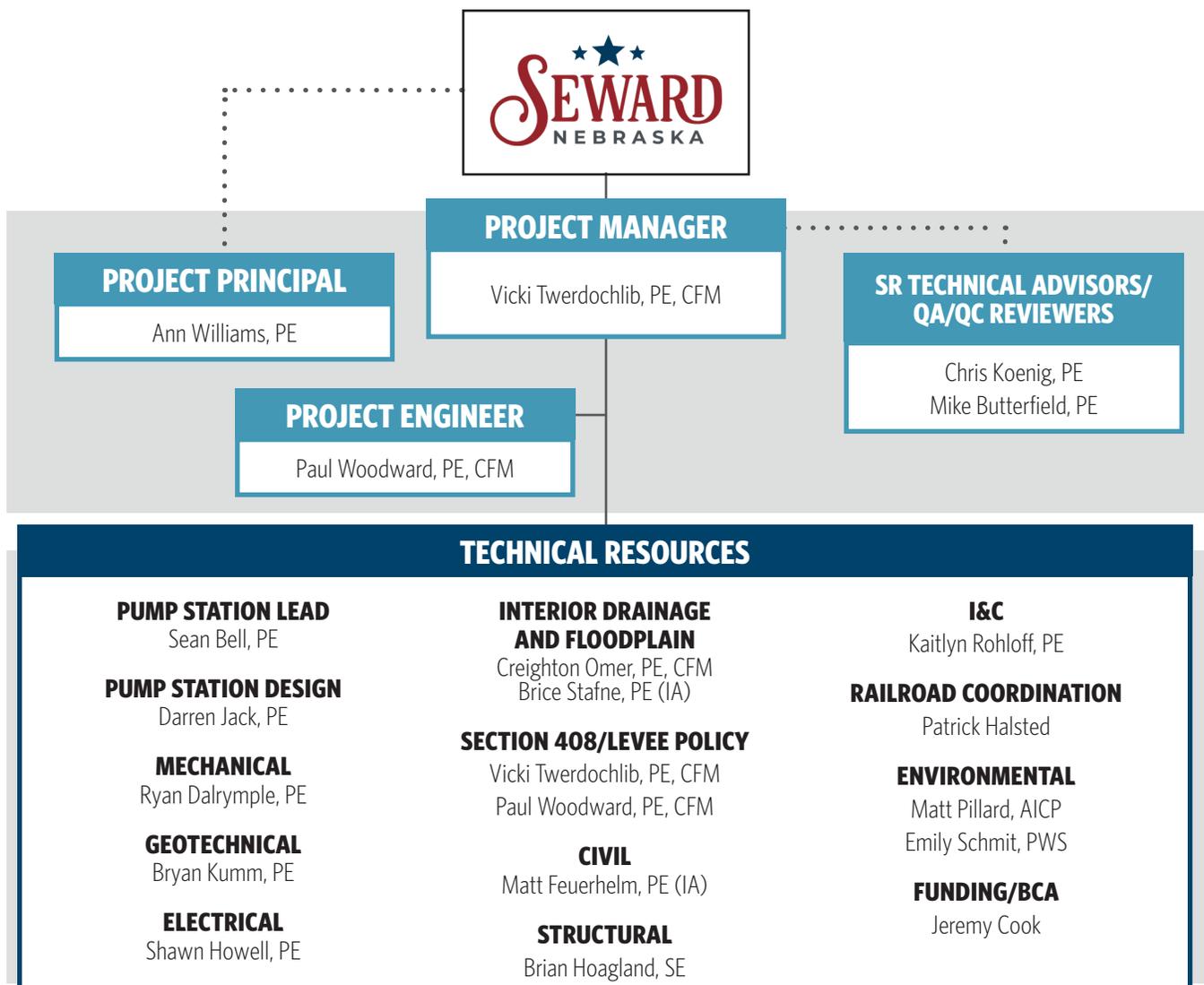
Project Team



PROJECT TEAM

The HDR team has been developed to promote efficiency, cost-effectiveness, and technical expertise for the delivery of this project. We have a core team that is dedicated to this project for its duration and who will provide consistency and stability. **Our Project Manager, Vicki Twerdochlib** has led numerous levee certification and improvement projects in Omaha, Council Bluffs, Norfolk, and throughout the US. Vicki has a depth of experience and expertise in USACE levee policy, levee design, analysis, and feasibility review, and assisting sponsors with long-term levee O&M. Her understanding of the USACE requirements, the Section 408 process, and FEMA regulations gives the City leadership you can trust for successful improvements that will comply with current regulations.

Our team, shown graphically in the organizational chart below, is tailored to provide the highest level of expertise and availability needed to successfully complete this project to the City’s satisfaction. The team members identified for your project were selected based on their capabilities and expertise and for their availability to effectively work on this project for its duration. We have provided resumes on the following pages which summarize the experience and credentials for key personnel.



Professional Engineer in the State of Nebraska unless otherwise noted.

Survey and geotechnical exploration firms will be required. Following selection, HDR will work with the City of Seward on preferred providers.

**VICKI
TWERDOCHLIB**
PE, CFM

Project Manager



Vicki is a national expert in all facets of flood risk reduction. She has led numerous levee certification and improvement projects in Omaha, Council Bluffs, Norfolk, and throughout the US. Vicki has a depth of experience and expertise in USACE levee policy, levee design, analysis, and O&M, including considerations for required sponsor routine maintenance requirements for USACE compliance, such as drainage structure condition assessment. She understands the key issues of levee improvements, from initial evaluations to improvement designs, from construction/constructability to certification. This includes the various methods and standard approaches for interior drainage evaluations along with the software packages that can be utilized. Her understanding of the USACE requirements, the Section 408 process, and FEMA regulations gives the City leadership you can trust for successful improvements that will comply with current regulations.



RELEVANT EXPERIENCE

EDUCATION

BS, Civil Engineering, Purdue University, 1998

PROFESSIONAL LICENSES

Professional Engineer - NE
Certified Floodplain Manager

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

23 years/16 years

City of Omaha, Missouri River Levee System Certification, Omaha, NE. Project Manager.

City of Cedar Rapids, Flood Control and Mitigation Projects. Water Resources Engineer.

City of Council Bluffs, Flood Control System MR-2, Avenue C Pump Station, Council Bluffs, IA. Water Resources Engineer.

City of Norfolk, Levee Certification, Norfolk, NE. Project Manager.

City of Blair, 2011 Flood Disaster Mitigation. Water Resources Engineer.

City of Blair, Levee Certification, Blair, NE. Project Manager.

City of Omaha, Leavenworth Lift Station Flood Mitigation Design, Omaha, NE. Water Resources Engineer.

City of Council Bluffs, North 28th Street Pump Station Storm Sewer Final Design, Council Bluffs, IA. Water Resources Engineer.

City of Norfolk, Levee Repair Project, Norfolk, NE. Water Resources Engineer.

City of Council Bluffs, 2011 Flood Fight Levee Assessments, Council Bluffs, IA. Water Resources Engineer.

City of Council Bluffs, Industrial Park Levee - Phase III, Council Bluffs, IA. Project Manager.

City of Council Bluffs, Industrial Park Levee Damage Assessment and Certification Analysis, Council Bluffs, IA. Water Resources Engineer.

**PAUL
WOODWARD**
PE, CFM

Project Engineer



Paul is a Water Resources Engineer with more than 20 years of involvement in watershed and groundwater management issues. He has experience managing groundwater quality and quantity programs, creating and managing floodplain mapping projects and GIS databases, and participating in technical water management studies and committees. Paul has also managed a Missouri River levee modification and certification project south of Bellevue, Nebraska and has been involved with the implementation of numerous dams and reservoirs in Eastern Nebraska.

RELEVANT EXPERIENCE

City of Norfolk, North Fork Elkhorn River Levee Systems Recertification, Norfolk, NE. Co-Project Manager.

Papio-Missouri River NRD, Missouri River Levee Modification and Certification Project, Bellevue, NE.* Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, Airborne Electromagnetic (AEM) Geologic Investigations, Omaha, NE.* Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, Zorinsky Water Quality Basin 1, Omaha, NE.* Lead Designer and Project Manager.

City of Omaha, Saddle Creek 55th Street to 64th Street Sewer Separation, Omaha, NE.* Green infrastructure design.

Papio-Missouri River NRD, Silver Creek Dam Site 11, Tekamah, NE.* Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, Hazard Mitigation Plan, Omaha, NE.* Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, West Papillion Creek and Tributaries Floodplain Remapping, Papillion, NE. Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, Papillion Creek Dam Site 13 (Youngman Lake), Elkhorn, NE.* Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, Papillion Creek Watershed Management Plan, Omaha, NE. Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, Papillion Creek Multi-Reservoir Analysis, Omaha, NE. Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, Papillion Creek Dam Site 1 and 3C Reservoir Analysis, Washington County, NE. Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, Sachs-Palmer Small Flood Control Dam, Douglas County, NE. Project Manager for the Papio-Missouri River NRD.

Papio-Missouri River NRD, Candlewood Dam Auxiliary Spillway Repair, Omaha, NE. Project Manager for the Papio-Missouri River NRD.

**Work done under previous employment*



EDUCATION

Graduate Certificate, Geographic Information Science, University of Nebraska-Omaha, 2006

BS, Agricultural Engineering, University of Nebraska-Lincoln, 2001

PROFESSIONAL LICENSES

Professional Engineer - NE

Certified Floodplain Manager

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

21 years/1 year

CHRIS KOENIG
PE

Senior Technical Advisor/QA/QC



Chris has been a trusted advisor on interior drainage and pump station projects for many agencies and municipalities across the Midwest. Chris' project engineering and management experience includes design and construction administration for sewer lift stations, water system pumping stations, elevated water tanks, rural water distribution systems, industrial railroads, and main line railroads. Chris will apply his expertise to this project by providing thorough QA/QC checks during the design process.

RELEVANT EXPERIENCE

City of Council Bluffs, Flood Control System MR-2, Avenue C Pump Station, Council Bluffs, IA. Project Manager.

City of Blair, 2011 Flood Disaster Mitigation. Project Manager.

Des Moines Wastewater Reclamation Authority, Wet Weather Treatment Facility. Project Engineer.

City of Cedar Rapids, Cedar River Flood Mitigation, Cedar Rapids, IA. Technical Advisor.

City of Omaha, Leavenworth Lift Station Flood Mitigation Study, Omaha, NE. Civil Engineer.

City of Omaha, Building Resilient Infrastructure and Communities Grant Program - Grace Street Pump Station, Douglas Street Pump Station, and Jones Street Pump Station Levee/Flood Wall Pump Station Improvements, Omaha, NE. Project Manager.

City of Plattsmouth, 2011 Flood Control and Recovery Follow up Projects, Plattsmouth, NE. Project Manager.

City of Plattsmouth, Wellfield Flood Mitigation, Plattsmouth, NE. Project Manager.

City of Bellevue, Pump Station Emergency Flood Services, Bellevue, NE. Technical Advisor.

City of Plattsmouth, Missouri River Flooding Assistance, Plattsmouth, NE. Civil Engineer.

City of Plattsmouth, Wellfield Flood Mitigation, Plattsmouth, NE. Project Manager.

City of Lincoln, Middle Creek Basin Trunk Sewer, Lincoln, NE. Technical Advisor.

City of Lincoln, Oak Creek Trunk Sewer Design, Lincoln, NE. Project Engineer.

City of Council Bluffs, Storm Water Relief Wells, Council Bluffs, IA. Civil Engineer.

City of Council Bluffs, Industrial Park Levee Damage Assessment, Council Bluffs, IA. Project Engineer.

Bellevue University, Lower Bruin Boulevard Preliminary and Final Design, Bellevue, NE. Project Manager.



EDUCATION

BS, Civil Engineering, University of Nebraska-Lincoln, 1984

PROFESSIONAL LICENSES

Professional Engineer - NE, IA

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

37 years/15 years

MIKE BUTTERFIELD
PE

Senior Technical Advisor/QA/QC



Mike has experience as a project design engineer involved with the design and construction of pumping systems, as well as water distribution systems and wastewater collection systems. His experience also includes resident construction services for pumping facilities. Mike is considered a Midwestern industry leader in municipal flood control project delivery by contractors and clients alike, who consistently seek his leadership and counsel to deliver their most important projects.

RELEVANT EXPERIENCE

City of Cedar Rapids, Water Pollution Control Facility Flood Protection, Cedar Rapids, IA. Project Manager.

City of Cedar Rapids, Flood Control System Projects, Cedar Rapids, IA. Project Engineer.

Des Moines Wastewater Reclamation Authority, Wet Weather Treatment Facility (CSSSF), Des Moines, IA. Process Engineer.

Des Moines Wastewater Reclamation Authority, Inundation Study, Des Moines, IA. Process Engineer.

City of Blair, Water Treatment Plant and Wastewater Treatment Plant Disaster Mitigation, Blair, NE. Process Engineer and Quality Control.

City of Cedar Rapids, J Avenue Water Treatment Campus Renovations, Cedar Rapids, IA. Project Engineer.

City of Cedar Rapids, Kirkwood and 60th Avenue Booster Station Improvements, Cedar Rapids, IA. Project Manager.

Metro St. Louis Sewer District, Grand Glaize Floodwall, St. Louis, MO. Process Engineer.

Omaha Public Power District, Fort Calhoun Nuclear Station Flood Geotechnical and Structural Assessment, Fort Calhoun, NE. Process Engineer.

City of Cedar Rapids, Cottage Grove Improvements, Cedar Rapids, IA. Project Manager.



EDUCATION

BS, Civil Engineering, University of Nebraska-Lincoln, 2002

PROFESSIONAL LICENSES

Professional Engineer - NE, IA

WORKPLACE LOCATION

Cedar Rapids, IA

INDUSTRY/HDR TENURE

20 years/17 years

**SEAN
BELL**
PE

Pump Station Lead



In his 14 years in the industry, Sean has been a project manager and project engineer specializing in design and construction observation for stormwater, sanitary sewer, and wet weather improvement projects, including all aspects of collection systems, pump stations and treatment basins. His experience as an onsite resident project engineer on construction sites, including inspection, construction management and management of inspectors, will provide unique insight into design considerations for your projects.

RELEVANT EXPERIENCE

City of Omaha, Storz Expressway and Riverfront Industrial Pump Station Rehabilitation Study, NE. Project Manager.

City of Omaha, Nicholas Street Lift Station, Omaha, NE. Project Manager.

Omaha Airport Authority, Eppley Airfield Stormwater Pump Station Improvements, Omaha, NE. Project Manager.

City of Omaha, Papillion Creek Sanitary Sewer Interceptor Rehabilitation, Omaha, NE. Project Manager.

Papio-Missouri River NRD, Candlewood Dam Spillway Joint Repairs, Omaha, NE. Project Manager.

City of Council Bluffs, Flood Control System MR-3 and IC-1, Council Bluffs, IA. Civil Design Engineer.

City of Council Bluffs, MR-6 Levee Certification Project, Council Bluffs, IA. Civil Design Engineer.

Lower Elkhorn NRD, Willow Creek Dam Evaluation, NE. Civil Design Engineer

City of Blair, Deerfield Replat Water, Sanitary Sewer, and Paving Design, Blair, NE. Project Manager.

City of Omaha, South Omaha Industrial Area Lift Station and Force Main, Omaha, NE. Lead Civil Design Engineer.

City of Omaha, South Omaha Industrial Area Sewer Separation, Omaha, NE. Civil Design Engineer.

City of Omaha, West Papio Interceptor Siphon, Omaha, NE. Civil Design Engineer.

City of Grand Island, Central Nebraska Regional Airport Sanitary Sewer Rehabilitation and Lift Station, Grand Island, NE. Civil Design Engineer.

Pittsburgh Water and Sewer Authority, Maytide Sewer and Site Improvements, Pittsburgh, PA. Lead Civil Design Engineer.

Western Westmoreland Municipal Authority (WWMA), Lift Station and Multi Phase Sewer Interceptor, Irwin, PA. Lead Civil Design Engineer.



EDUCATION

Bachelor of Science, Civil Engineering, University of Nebraska-Lincoln, 2007

REGISTRATIONS

Professional Engineer - NE, PA

WORKPLACE LOCATION

Omaha, NE

INDUSTRY TENURE/HDR TENURE

15 years/3 years

DARREN JACK
PE

Pump/Pump Station Design



Darren has experience in designing pump stations, conducted environmental regulation compliance reviews, and stormwater plans. Darren has 24 years of experience in the study, design, and construction of wastewater treatment and conveyance facilities, including pump stations and force mains. Darren has provided construction phase services, and also understands the nuances involved with pump design. He has diverse experience delivering exceptional results for challenging sanitary sewer projects.

RELEVANT EXPERIENCE

City of Cedar Rapids, Water Pollution Control Facility, Floodwall Protection, Cedar Rapids, IA. Project Engineer.

City of Blair, 2011 Flood Disaster Mitigation, Blair, NE. Project Engineer.

City of Cedar Rapids, Kirkwood and 60th Booster Station Improvements, Cedar Rapids, IA. Project Engineer.

City of Bellevue, Old South Lift Station Design, Bellevue, NE. Project Manager.

City of Bellevue, South Pump Station Design and Force Main Extension, Bellevue, NE. Project Manager.

City of Bellevue, East Pump Station and Force Main Design, Bellevue, NE. Project Engineer.

Sarpy County Regional Wastewater Agency, Regional Wastewater Planning, Design, and Implementation, NE. Project Engineer.

City of Columbus, Lost Creek Parkway Sanitary Sewer, Columbus, NE. Project Engineer.

National Park Service, Mount Rushmore Pump Station, SD. Project Engineer.

Natural Food Holdings, Irrigations Pump Station, Sioux City, IA. Project Engineer.

JBA USA, Wastewater Irrigation System Upgrades, Brooks, Canada. Wastewater Project Engineer.

City of Grand Island, Airport Collection System Rehabilitation, Grand Island, NE. Project Manager.

National Park Service, Cuyahoga Valley National Park, OH. Project Engineer.

City of Blair, Stormwater Effluent Pump Station, Blair, NE. Project Engineer.



EDUCATION

MS, Biological Systems Engineering, University of Arizona, 1999

BS, Biological Systems Engineering, University of Nebraska-Lincoln, 1997

PROFESSIONAL LICENSES

Professional Engineer - NE, KS

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

24 years/10 years

RYAN DALRYMPLE
PE

Mechanical Engineer



Ryan's experience as a mechanical engineer includes experience with the renovation and design of heating ventilation, air conditioning (HVAC) systems. Ryan has been involved in the design of a variety systems, including water and wastewater treatment facilities, power generation facilities and substations, systems for industrial buildings, and general HVAC and plumbing systems.

RELEVANT EXPERIENCE

City of Cedar Rapids, Flood Control and Mitigation Projects, Cedar Rapids, IA. Mechanical Engineer.

Affinis Corporation, Armourdale CID Levee Pump Station, Kansas City, MO. Mechanical Engineer.

City of Clinton, 1st Avenue Pump Station and Force Main Design, Clinton, IA. Mechanical Engineer.

City of Clinton, 20th Ave N Pump Station, Clinton, IA. Mechanical Engineer.

City of Clinton, Margaret Street Pumping Station Reconstruction, Clinton, IA. Mechanical Engineer.

City of Clinton, Low-Moor WIC Pump Station and Force Mains, Clinton, IA. Mechanical Engineer.

Houston-Moore LLC, 2nd Street and 4th Street Pump Station Outfalls, Fargo, ND. Mechanical Engineer.

McMillen Jacobs Associates, Ship Canal Water Quality Project Tunnel Storage Pump Station Design, Seattle, WA. Mechanical Engineer.

City of Aberdeen, Fry Creek Pump Station, Aberdeen, WA. Mechanical Engineer.

City Utilities Springfield, Booster Pump Station, Springfield, MO. Mechanical Engineer.

City of Gig Harbor, Lift Station 6, Gig Harbor, WA. Mechanical Engineer.

Unified Government Of Kansas City, Pump Station Upgrades, Kansas City, KS. Mechanical Engineer.

Northeast Ohio Regional Sewer District, Mary Street Pump Station Upgrade, Cleveland, OH. Mechanical Engineer.



EDUCATION

BS, Mechanical Engineering, Texas Christian University, 2011

PROFESSIONAL LICENSES

Professional Engineer - NE

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

13 years/11 years

**BRYAN
KUMM**
PE

Geotechnical Engineer



Bryan has prepared approximately 20 Section 408 submittals on projects in and around Omaha and has developed strong working relationships with USACE Omaha District. He is a geotechnical engineer with experience in geotechnical drilling techniques; geotechnical laboratory testing methods; geotechnical field testing and observation methods; construction quality control and quality assurance methods; geotechnical report writing; and risk management methods.

RELEVANT EXPERIENCE

City of Cedar Rapids, Water Pollution Control Facility Flood Protection, Cedar Rapids, IA.
Geotechnical Engineer.

City of Cedar Rapids, Flood Control System Projects, Cedar Rapids, IA.
Geotechnical Engineer.

City of Blair, 2011 Flood Disaster Mitigation, Blair, NE. Geotechnical Engineer.

Des Moines Water Reclamation Authority, Wastewater Reclamation Facility Wet Weather and Flood Protection Projects, Des Moines, IA.
Geotechnical Engineer.

City of Omaha, Missouri River Levee System, Omaha, NE. Geotechnical Engineer.

City of Council Bluffs, Industrial Park Levee Projects, Council Bluffs, IA. Geotechnical Engineer.

Canadian Pacific Railway, Davenport Track Raise, Davenport, IA.
Geotechnical Engineer.

Canadian Pacific Highway Retaining Wall Concept, Davenport, IA.
Geotechnical Engineer.

City of Clinton, Regional Wastewater Reclamation Facility Design, Clinton, IA. Geotechnical Engineer.

City of Omaha, West Papio Interceptor Siphon Design, Omaha, NE. Geotechnical Engineer.

City of Clinton, 1st Avenue Pump Station and Force Main Design, Clinton, IA. Geotechnical Engineer.

City of Lincoln, Middle Creek Basin and Pump Station Design, Lincoln, NE. Geotechnical Engineer.



EDUCATION

MS, Civil Engineering, Kansas State University, 2017

BS, Civil Engineering, University of Nebraska-Omaha, 2005

PROFESSIONAL LICENSES

Professional Engineer - NE, IA, ND

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

17 years/11 years

**CREIGHTON
OMER**
PE, CFM

Interior Drainage and Floodplain



Creighton has more than 19 years of experience in hydrologic and hydraulic analysis and modeling for stormwater drainage and flood-control design projects. His experience includes stream stabilization and restoration, channel protection, erosion control, flood conveyance design, floodplain and stream alteration permitting and extensive 1D/2D hydraulic modeling, scour analysis, and scour countermeasure design. Creighton has demonstrated his ability to effectively lead technical teams and has completed successful projects for a wide variety of clients including local, state, and federal entities.

RELEVANT EXPERIENCE

City of Cedar Rapids, Cedar River Flood Mitigation, Cedar Rapids, IA. Water Resources Engineer.

Nebraska Department of Transportation, US-275 Scribner to West Point, NE. Water Resources Engineer.

Central Platte NRD, Spring and Buffalo Creek Watershed Plan - Environmental Assessment, NE. Water Resources Engineer.

National Park Service, Cuyahoga River Bank Stabilization, IA. Water Resources Engineer.

Nebraska Department of Natural Resources, Statewide Flood Mitigation Plan, NE. Water Resources Engineer.

Papio-Missouri River NRD, Papillion Creek Watershed Management Plan, NE. Water Resources Engineer.

Papio-Missouri River NRD, Flood Hazard Data for West Branch Papillion Creek and its Douglas and Sarpy County Tributaries, NE. Water Resources Engineer.

Papio-Missouri River NRD, Management Plan Update, Omaha, NE. Water Resources Engineer.

City of Norfolk, Levee Certification, Norfolk, NE. Hydraulic Task Lead.

USACE - Omaha District, Willow Creek and Boyer River Flood Risk Management, IA. Water Resources Engineer.

City of West Des Moines, Floodplain Analysis, West Des Moines, IA. Water Resources Engineer.

Lincoln Airport Authority, Floodplain Revision and New Master Plan Development, Lincoln, NE. Water Resources Engineer.

USDA NRCS, Tibble Fork Dam, Van Dugway Landslide Investigation, UT. Project Manager.

USDA NRCS, IDIQ Johnson Canyon Wash Independent Technical Review, UT. Project Manager.

USDA NRCS, Logan Northern Canal EIS, UT. Water Resources Engineer.



EDUCATION

MS, Civil Engineering, Brigham Young University, 2002

BS, Civil Engineering, Brigham Young University, 2000

PROFESSIONAL LICENSES

Professional Engineer - NE, UT
Certified Floodplain Manager

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

19 years/19 years

**BRICE
STAFNE**
PE

Interior Drainage and Floodplain



Brice is a Water Resources Engineer with experience in applying computational hydraulics to bridge replacement projects, analysis of flood mitigation alternatives and dam failure scenarios, evaluation of probable maximum flood events, and CFD analysis in support of wastewater treatment process involvements. He has also performed applied research relating to eco-hydraulics, large-river restoration, and assessment of habitat suitability. Brice has contributed to project teams serving the U.S. Army Corps of Engineers, U.S. Geological Survey, state transportation and natural resources agencies, railroad clients, nuclear energy clients, local municipalities, and private clients. His specific modeling capabilities include the use of SMS, SRH2D, HEC-RAS, XP-2D, TUFLOW, TUFLOW FV, FLUENT, and FLOW-3D. He also utilizes GIS tools extensively for pre- and post-processing of hydraulic modeling results.

RELEVANT EXPERIENCE



EDUCATION

MS, Civil Engineering, University of Iowa, 2012

BS, Civil Engineering, Michigan Technological University, 2009

PROFESSIONAL LICENSES

Professional Engineer - IA

WORKPLACE LOCATION

Des Moines, IA

INDUSTRY/HDR TENURE

13 years/9 years

City of Cedar Rapids, Flood Control and Mitigation Projects, Cedar Rapids, IA. Interior Drainage Analysis.

City of Norfolk, Levee Certification, Norfolk, NE. Interior Drainage Analysis Quality Control Review.

Clarke County Reservoir Commission, New Surface Water Supply Reservoir Study and Preliminary Design, IA. Hydrology Engineer.

USACE - Omaha District, Willow Creek and Boyer River Flood Risk Management Study, IA. Hydraulic Analysis.

Iowa Department of Transportation, Council Bluffs Interchange System - Mosquito Creek Hydraulic Modeling, Council Bluffs, IA. QA/QC.

City of Des Moines, Central Iowa Water Trails - Downtown Design, Des Moines, IA. QA/QC.

City of Cedar Rapids, Rockhurst Stream Bank Mitigation, Cedar Rapids, IA. Hydraulic Analysis.

National Park Service, NPS DSC HEHO Flood Mitigation, Stabilization and Restoration of Hoover Creek, West Branch, IA. Hydrologic and Hydraulic Modeling, Floodplain Permitting.

City of Cedar Rapids, Cedar Rapids Cottage Grove, Cedar Rapids, IA. Hydrologic and Hydraulic Analysis, Conceptual Design.

City Of West Des Moines Iowa, Johnson Creek Realignment, West Des Moines, IA. Hydraulic Modeling.

City of Cedar Rapids, Rockhurst Dr SW Region Detention Basin, Cedar Rapids, IA. Project Engineer.

City of Solon, Iowa, Fox Ridge Stormwater Evaluation, Solon, IA. Hydrologic and Hydraulic Modeling.

City Of West Des Moines, Grand Technology Gateway Study, West Des Moines, IA. Hydraulic Modeling.

**MATT
FEUERHELM**
PE

Civil Engineer



Matt is a civil engineer with more than 22 years of experience specializing in storm sewer and sanitary sewer pipeline design, plan and specification development for a variety of municipal projects. In his previous role at the City of Cedar Rapids, Matt was responsible for the project management of a variety of municipal projects during their design phase. His other project experience involves most aspects of municipal engineering including street reconstruction, storm sewer, sanitary sewer, flood control, water distribution, stormwater detention, earthwork and grading, utility coordination and public outreach. He is familiar with many stormwater issues and problems that municipalities face and is committed to providing cost-effective solutions. Since joining HDR, Matt has been integral in design of new stormwater projects for Cedar Rapids, bid and construction of the Cedar Lake Levee bid, and evaluation and design of storm drainage at the Cedar Rapids WPCF for their future treatment facilities.

RELEVANT EXPERIENCE



EDUCATION

BS, Civil Engineering, Iowa State University, 1999

PROFESSIONAL LICENSES

Professional Engineer - IA

WORKPLACE LOCATION

Minneapolis, MN

INDUSTRY/HDR TENURE

23 years/1 years

City of Cedar Rapids, Flood Control Mitigation Projects, Cedar Rapids, IA. Civil Engineer.

City of Cedar Rapids, Water Pollution Control Facility Improvements, Cedar Rapids, IA. Civil Engineer.

City of Cedar Rapids, Sanitary Master Plan Update, Cedar Rapids, IA. Civil Engineer.

Cedar Rapids, Cedar River Flood Mitigation, Phase I, Cedar Rapids, IA. Civil Engineer.

City of Cedar Rapids, WPCF Solids Improvements, Cedar Rapids, IA. Civil Engineer.

City of Cedar Rapids, Flood Risk Management, Reach 1 Pump Station Construction, Cedar Rapids, IA. Civil Engineer.

City of Cedar Rapids, Stormwater Master Plan Update, Cedar Rapids, IA. Civil Engineer.

City of Cedar Rapids, WPCF Solids Improvements Detailed Design, Cedar Rapids, IA. Civil Engineer.

New York Canal Corporation, M1 Western Embankment Assessment, Albany, NY. Civil Engineer.

**BRIAN
HOAGLAND**
SE

Structural Engineer



Brian has provided structural design and engineering support for a wide variety of water/wastewater treatment, industrial, utility, educational, transportation, federal, and solid waste facilities. In addition to traditional design and preparation of construction documents, Brian is experienced in condition assessments, structural alternatives studies, construction observation, and project engineering and management. His project experience varies from small facility renovations to large multi-building campuses.

RELEVANT EXPERIENCE

Affinis Corporation, Armourdale CID Levee Pump Station, Kansas City, MO. Structural Engineer.

City of Omaha, Missouri River Levee System, Omaha, NE. Structural Engineer.

City of Clinton, 1st Avenue Pump Station and Force Main Design, Clinton, IA. Structural Engineer.

City of Omaha, Leavenworth Pump Station Flood Mitigation, Omaha, NE. Structural Engineer.

City of Clinton, 20th Avenue North Pump Station, Clinton, IA. Structural Engineer.

Houston-Moore LLC, 2nd Street and 4th Street Pump Station Outfalls, Fargo-Moorehead, ND. Structural Engineer.

City of Cedar Rapids, Water Pollution Control Facility Flood Protection, Cedar Rapids, IA. Structural Engineer.

City of Omaha, Building Resilient Infrastructure and Communities Grant Program - Grace Street Pump Station, Douglas Street Pump Station, and Jones Street Pump Station Levee/Flood Wall Pump Station Improvements, Omaha, NE. Structural Engineer.

City of Cedar Rapids, Flood Control System Projects, Cedar Rapids, IA. Structural Engineer.

City of Council Bluffs, MR-2 Avenue C Pump Station, Council Bluffs, IA. Structural Engineer.

City of Davenport, Water Pollution Control Facility Dewatering Improvements, Davenport, IA. Structural Engineer.

Des Moines Wastewater Reclamation Authority, Wet Weather Treatment Facility (CSSSF), Des Moines, IA. Structural Engineer.

City of Lincoln, Middle Creek Basin and Pump Station, Lincoln, NE. Structural Engineer.

Des Moines Wastewater Reclamation Authority, Water Reclamation Facility Flood Resiliency Study and Protection, Des Moines, IA. Structural Engineer.



EDUCATION

MS, Architectural Engineering, University of Nebraska-Omaha, 2008

BS, Structures Option, University of Nebraska-Omaha, 2007

PROFESSIONAL LICENSES

Structural Engineer - NE

Professional Engineer - IA, SD

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

14 years/14 years

**SHAWN
HOWELL**
PE

Electrical Engineer



Shawn is experienced in the design and specification of electrical systems, including low and medium voltage power distribution, interior distribution systems, UPS, generator emergency power, and lighting layout and design. He is proficient in design software applications and his responsibilities have included the generation of study and project scoping documents, project drawings and specifications, and cost estimating.

RELEVANT EXPERIENCE

Affinis Corporation, Armourdale CID Levee Pump Station, Kansas City, MO. Electrical Engineer.

City of Fremont, Water and Sanitary Sewer Extension, Fremont, NE. Electrical Engineer.

City of Cedar Rapids, Cedar River Flood Mitigation, Cedar Rapids, IA. Electrical Engineer.

City of Gillette, Wyoming, Pump Station 1 Upgrades, Gillette, WY. I&C Engineer.

City of Cedar Rapids, Water Pollution Control Facility Floodwall Protection, Cedar Rapids, IA. Electrical Engineer.

Houston-Moore LLC, 2nd Street and 4th Street Pump Station Outfalls, Fargo-Moorehead, ND. Electrical Engineer.

Omaha Airport Authority, Eppley East Pump Station, Omaha, NE. Electrical Engineer.

City of Cedar Rapids, Kirkwood and 60th Avenue Booster Pump Station Improvements, Cedar Rapids, IA. Electrical Engineer.

City of Bellevue, Old South Lift Station Design, Bellevue, NE. Electrical Engineer.

City of Clinton, Mill Creek Pump Station Generator, Clinton, IA. Electrical Engineer.

City of Bellevue, East Pump Station and Force Main Design, Bellevue, NE. Electrical Engineer.

City of Clinton, Margaret Street Pump Station Reconstruction Design, Clinton, IA. Electrical Engineer.

City of Bellevue, South Pump Station Design and Force Main Extension, Bellevue, NE. Electrical Engineer.

City of Clinton, 20th Avenue North Pump Station, Clinton, IA. Electrical Engineer.

City of Clinton, 1st Avenue Pump Station and Force Main Design, Clinton, IA. Electrical Engineer.

City of Council Bluffs, 29th Avenue Pump Station Design, Council Bluffs, IA. Electrical Engineer.

City of Cedar Rapids, Water Pollution Control Facility, RAS Pumping Improvements, Cedar Rapids, IA. Electrical Engineer.



EDUCATION

MS, Business Administration, University of Nebraska-Lincoln, 2006

BA, Electrical Engineering, University of Nebraska-Omaha, 2001

PROFESSIONAL LICENSES

Professional Engineer - NE, CO, MI, MT, WY

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

21 years/20 years

**KAITLYN
ROHLOFF**
PE

Instrumentation and Controls



As an Instrumentation & Controls Engineer, Kaitlyn is experienced in control system design services for wastewater treatment plant projects throughout the Midwest. She is responsible for the technical aspects of control system design including developing process and instrument diagrams (P&IDs), network diagrams, control loop descriptions, instrument installation details, and technical specifications for the purchase and installation of instrumentation and control systems.

RELEVANT EXPERIENCE

Affinis Corporation, Armourdale CID Levee Pump Station, Kansas City, MO. I&C Engineer.

City of Cedar Rapids, Water Pollution Control Facility Flood Protection, Cedar Rapids, IA. I&C Engineer.

City of Cedar Rapids, Flood Control System Projects, Cedar Rapids, IA. I&C Engineer.

City of Clinton, 1st Avenue Pump Station and Force Main Design, Clinton, IA. I&C Engineer.

Des Moines Water Reclamation Authority, Wastewater Reclamation Facility Wet Weather and Flood Protection Projects, Des Moines, IA. I&C Engineer.

City of Bellevue, Old South Lift Station Design, Bellevue, NE. I&C Engineer.

Denison Municipal Utilities, Wastewater Treatment Plant Improvement Projects, Denison, IA. I&C Engineer.

City of Omaha, Papillion Creek Water Resource Recovery Facility Emergency Flood Services, Omaha, NE. I&C Engineer.

City of Fremont, Water and Sanitary Sewer Extension, Fremont, NE. I&C Engineer.

City of Fremont, Wastewater Treatment Plant Improvements, Fremont, NE. I&C Engineer.

City of Lincoln, North Wellfield Flood Restoration and Mitigation, Lincoln, NE. I&C Engineer.

City of Cedar Rapids, Water Pollution Control Facility, RAS Pumping Improvements, Cedar Rapids, IA. I&C Engineer.

City of Cedar Rapids, Water Pollution Control Facility Solids Improvements, Cedar Rapids, IA. I&C Engineer.

City of Gillette, Wyoming, Pump Station 1 Upgrades, Gillette, WY. I&C Engineer.



EDUCATION

BS, Chemical Engineering, University of Kansas, 2014

PROFESSIONAL LICENSES

Professional Engineer - NE, IA, SD, MO, KS, WY

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

10 years/4 years

PATRICK HALSTED

Railroad Coordination



Patrick is a senior railroad professional with more than two decades of experience working in the freight rail industry and will coordinate with the railroads near the project site. He brings extensive experience and is particularly skilled in program implementation, strategic planning and construction management of railroad and public projects. Over his career, Patrick has delivered numerous high-profile, large, complex projects that help grow railroad operations safely and efficiently. Patrick has been at the helm of Class I capacity improvement programs and brings strategic, creative and innovative thinking to the design and construction of railroad projects. He finds clear and simple ways to educate stakeholders and the public on complex topics that have the potential to change the way railroads operate. He is a subject matter expert within HDR's freight rail practice for railroad construction and public projects.

RELEVANT EXPERIENCE



EDUCATION

MS, Physical Geography, University of Nebraska-Omaha, 2002

BS, Physical Geography, Northwest Missouri State University, 1995

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

27 years/3 years

City of Omaha, Levee Certification, Omaha, NE. Railroad Coordination.

City of Cedar Rapids, Flood Control and Mitigation Projects, Cedar Rapids, IA. Technical Advisor.

Crawford County, Floodwall and Railroad Closure Structure, Denison, IA. Technical Advisor.*

MECA Omaha, OMA Downtown Riverfront, Omaha, NE. Railroad Coordination and Technical Advisor.

Central Platte NRD, Spring and Buffalo Creek Watershed Plan, NE. Railroad Coordination.

Union Pacific Railroad, Public Projects Manual Development, Omaha, NE. Project Manager.

Eagle River Water & Sanitation District, Dowd Junction Collection System Improvements Project, Avon, CO. Senior Technical Advisor.

Iowa Department of Transportation Headquarters, Gordon Drive Viaduct Location Study, Sioux City, IA. Railroad Coordination.

USACE - Sacramento District, D5 Missile Motor Receipt/Storage Facility, Utah Test and Training Range (UTTR), Hill Air Force Base, UT. Railroad Liaison and Senior Technical Advisor.

UP, Ancho, Arvid and Vaughn Sidings - Construction Management Services, Various Locations, US. Project Principal.

Alameda County Transportation Commission (Alameda CTC), 7th St Grade Separation East, Alameda County, CA. Senior Technical Advisor.

Los Angeles Metro Transportation Authority, West Santa Ana Branch (WSAB) Transit Corridor Project, Los Angeles, CA. Railroad Coordination.

Seven County Infrastructure Coalition (SCIC), Uinta Basin Railway (UBRY) Task Order 6: Conceptual Engineering and Baseline Environmental for NEPA, Kyune, UT. Railroad Advisor.

**Work done under previous employment*

**MATT
PILLARD**
AICP

Environmental



EDUCATION

MS, Community and Regional Planning, University of Nebraska-Lincoln, 1995

BS, Natural Resources, University of Nebraska-Lincoln, 1993

PROFESSIONAL LICENSES

American Institute of Certified Planners

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

26 years/24 years

Matt has extensive experience in environmental analysis and permitting including development of EAs, EISs and Section 404 permits. Matt is experienced with USACE third-party NEPA analysis. He has led 404 permitting efforts associated with flood control projects, including for levee systems along the Missouri River.

RELEVANT EXPERIENCE

City of Blair, 2011 Flood Disaster Mitigation, Blair, NE. Environmental.

City of Council Bluffs, Flood Control System MR-2, Avenue C Pump Station, Council Bluffs, IA. Environmental.

City of Omaha, Building Resilient Infrastructure and Communities Grant Program - Grace Street Pump Station, Douglas Street Pump Station, and Jones Street Pump Station Levee/Flood Wall Pump Station Improvements, Omaha, NE. Environmental.

USDA Nebraska NRCS, Turtle Creek and Upper Salt Creek Watershed Dams Rehabilitation, NE. Environmental Permitting.

City of Omaha, Missouri River Levee System Certification, Omaha, NE. Environmental Permitting.

City of Council Bluffs, MR-2, MR-3, MR-4, and IC-1 Levee Certification Projects, Council Bluffs, IA. Environmental/Permitting.

City of Council Bluffs, Industrial Park Levee, Council Bluffs, IA. Environmental/Permitting.

Papio-Missouri River NRD, Channel Instability Investigation and Design, Little Papillion Creek, South of West Center Road, Omaha, NE. Environmental Permitting.

Papio-Missouri River NRD, Low Flow Channel Restabilization along the Big Papillion Creek, Omaha, NE. Environmental Permitting.

Papio-Missouri River NRD, Channel Instability Investigation and Design, Little Papillion Creek, Maple Street to Q Street (11 project sites), Omaha, NE. Environmental Permitting.

City of Council Bluffs, MR-6, 8, and 9 Levee Certification Projects, Council Bluffs, IA. Environmental Permitting.

City of Omaha, Levee Flood Recovery, Omaha, NE. Environmental Permitting.

Lower Platte River Corridor Alliance, Loup River, Elkhorn River, and Salt Creek Hydraulics Analysis, NE. Project Manager

Upper Niobrara White NRD, Box Butte Watershed Plan - Environmental Assessment, NE. Environmental Permitting.

Center Platte NRD, Spring and Buffalo Creek Watershed Plan - Environmental Assessment, NE. Environmental Permitting.

EMILY SCHMIT

PWS

Environmental



Emily is an environmental scientist with extensive experience in the field conducting wetland delineations, stream assessments, and threatened and endangered species habitat evaluations for various public and private clients in the Great Plains and Midwest. Emily has completed the 40-hour USACE Wetland Delineation, Regional Supplement, and Waters of the US training, as well as NDOT's T&E and Wetland Delineation training. She is a permitting specialist, including Nationwide and Individual USACE Section 404 permits, and is well-versed in other state and federal permits and approval processes.

RELEVANT EXPERIENCE

City of Blair, 2011 Flood Disaster Mitigation, Blair, NE. Environmental.

Lower Loup NRD, Columbus Area Water Resources Assessment, Columbus, NE. Environmental.

Central Platte NRD, Spring and Buffalo Creek Watershed Plan, Dawson and Buffalo County, NE. Environmental.

State of Nebraska, Executive Board of the Legislative Council, State Tourism and Recreational Water Access and Resources Sustainability Special Committee Project, NE. Environmental.

Nebraska Community Foundation, Platte River Recovery Implementation Program On-Call Permitting, NE. Environmental.

Papio-Missouri River NRD, Flanagan Lake (Dam Site 15A) Planning, Study, and Preliminary Design, Omaha, NE. Environmental.

Central Nebraska Public Power and Irrigation, Diversion Dam Maintenance Dredging Permitting, NE. Environmental.

Dixon County, Emerson North Environmental Services, NE. Environmental.

Lower Loup NRD, Lillian Creek Dam Study, Columbus, NE. Environmental.

Papio-Missouri River NRD, WP4, Dam Site 12 and 19 Planning and Conceptual Design, Omaha, NE. Environmental.

Barta LLC, Barta Platte River Restoration, Butler County, NE. Environmental.

City of Des Moines, Central Iowa Water Trails - Downtown Design Phase 1. Des Moines, IA. Environmental.

Upper Niobrara White NRD, Box Butte Creek Watershed Plan - Environmental Assessment, Box Butte and Sheridan County, NE. Environmental.



EDUCATION

MS, Biology, University of Nebraska-Kearney, 2021

BS, Environmental Sciences, Creighton University, 2017

PROFESSIONAL LICENSES

Professional Wetland Scientist

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

6 years/5 years

JEREMY COOK

Funding/BCA



Jeremy is experienced in economic and statistical modeling and fiscal analysis. He has knowledge of local and national funding options. He has served as an economist on over 125 projects throughout the county. His project experience includes determining costs and benefits, development of cash flow models and finance alternatives for public infrastructure, determining economic impacts, and development of optimization models.

RELEVANT EXPERIENCE

City of Cedar Rapids, Flood Control System Projects, Cedar Rapids, IA.
Economist.

City of Blair, 2011 Flood Disaster Mitigation, Blair, NE. Economist.

City of Omaha, Storz Expressway Pump Station and the Riverfront Industrial Park Lift Station Rehabilitation, Omaha, NE.
Economist.

City of Omaha, Building Resilient Infrastructure and Communities Grant Program - Grace Street Pump Station, Douglas Street Pump Station, and Jones Street Pump Station Levee/Flood Wall Pump Station Improvements, Omaha, NE.
Economist.

City of Omaha, Suburban Park Financing Master Plan, Omaha, NE.
Economist.

City of Cedar Rapids, Stormwater Master Plan Financial Needs and Funding Update, Cedar Rapids, IA.
Economist.

City of Omaha, Papillion Creek Water Resource Recovery Facility Flood Protection, Omaha, NE.
Economist.

Des Moines Wastewater Reclamation Authority, Inundation Study, Des Moines, IA. Economist.

Truckee River Flood Management Authority, Truckee River Flood Reduction Project, Reno, NV.
Economist.

Nebraska Department of Natural Resources, Statewide Flood Mitigation Plan, NE. Economist.

USDA Natural Resources Conservation Services, Dam Rehabilitation Plan, NE. Economist.

USACE-Omaha District, Willow Creek and Boyer River Flood Risk Management Study, CA. Economist.



EDUCATION

MS, Economics/Finance, University of New Mexico, 2004

BS, Economics/Finance, University of New Mexico, 2002

WORKPLACE LOCATION

Omaha, NE

INDUSTRY/HDR TENURE

22 years/16 years



Project Approach

PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

The City of Seward is provided flood risk reduction by the Seward, Nebraska Flood Protection Project along the Big Blue River (Seward Levee). The Seward Levee was originally constructed by USACE and is considered active in the USACE Public Law 84-99 program, or the Rehabilitation and Inspection Program (RIP) for levee systems. Active status indicates that the City has operated and maintained their levee system in accordance with USACE criteria.

The City has multiple gravity drainage structures and one pump station that manage the City's drainage interior to the levee. The pump station was constructed by the City following completion of the levee project. The existing pump station site is situated landward of the Seward Levee at the southern end of South 10th Street.

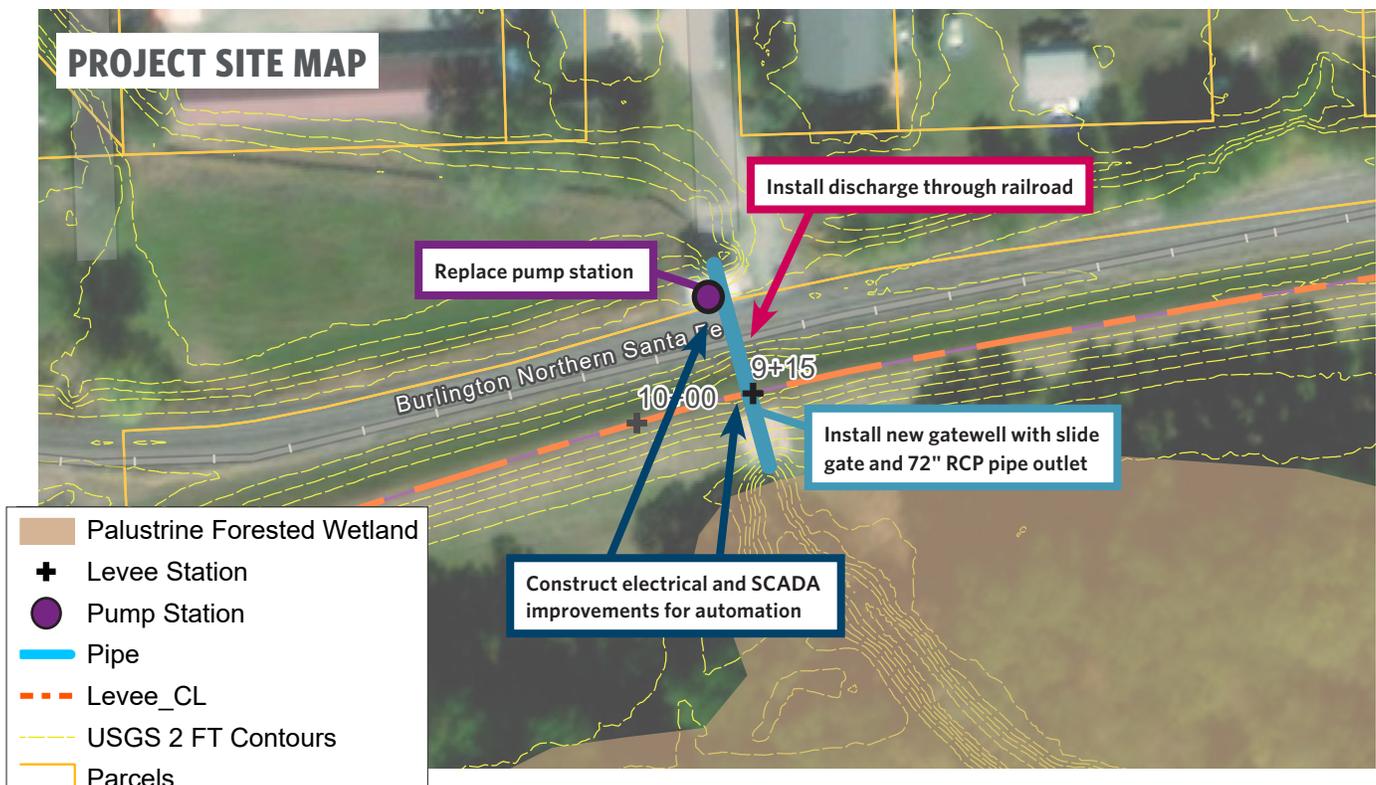
The pump station is located north of an active Burlington Northern Santa Fe (BNSF) track with a storm conveyance system that is routed under the tracks and through the existing levee. As the City has grown, the pump station no longer provides the desired level of flood risk reduction for stormwater runoff interior to the levee.

Following the 2019 flood event, the City further evaluated the interior drainage risk and applied for, and was awarded, grant funds from the FEMA Hazard Mitigation Grant Program (HMGP). The funds are targeted for the design, authorization, and construction of interior drainage and pump station improvements for reduced interior flooding risk and increased resiliency during future flooding events.

The grant application was informed by an interior drainage evaluation to support the grant application. The evaluation resulted in a proposed project consisting of: a new pump station and building, new force main piping, new gatewell structure, new outfall structure, and removal of existing equipment and structures.

HDR's experience with navigating federal funding requirements, project complexities, and adhering to agency standards will provide the City with the best team to achieve project success. HDR's team has been built to address the risk factors identified below along with a strategy to mitigate them. HDR stands ready to work with Seward to solve the levee's interior drainage challenges.

- Potential for lengthy USACE reviews
- Complex railroad coordination
- Project wetlands



Lengthy USACE Reviews

The investment of USACE civil works dollars in the construction of the existing levee system indicates the requirement for modifications to be reviewed by USACE under the Section 408 program. As such, HDR will prepare a Section 408 submittal package for USACE Kansas City District review and authorization before construction can begin. The proposed construction of new structures may result in the need for additional geotechnical data to support structural design, which would require a drilling program plan, also subject to USACE review.

HDR's expertise in levee policy provides us with an intricate understanding of what USACE needs to see in the drilling program plan and the Section 408 submittal. This in-depth understanding leads to shortened review times and reduced need for resubmittals.

Despite our intricate knowledge of USACE requirements, events outside of our control (i.e., hurricane recovery efforts, flooding disasters within or outside of District, etc) have the potential to temporarily interrupt USACE District staff's review, resulting in delayed approvals. For this project, both a drilling program plan and Section 408 submittal will be required, which will entail two separate review timelines. Early conversations with FEMA and USACE are highly recommended to help the City understand the potential program review timelines. Funding agreements with USACE are also available, should the City want to consider this as an option to shorten review times.



Complex Railroad Coordination

BNSF operates the rail located near the landward levee toe. The City operates the manual stormwater pump station with required touch points on both sides of the railroad track. Construction of the proposed improvements including the demolition of the existing pump station structure and construction of the new pump station, force main, and gatewell structures requires railroad coordination discussions.

HDR's team includes Patrick Halsted, a key member of our Rail Group. Patrick was previously employed with Union Pacific Railroad and his unique perspective helps HDR project teams look through the lens of a railroad. This will help us approach BNSF with answers to their concerns. HDR's approach will allow the team to work with the City and BNSF to achieve an agreeable design and construction solution that saves time in the agreement processing stage.



Project Wetlands

The outfall is located riverward of the levee system and discharges into the Big Blue River. This stretch of the Big Blue River is located on the outside of a river bend within the system and is heavily treed. According to the information provided in the grant application, the outfall site is located near existing forested wetlands. Potential impacts to these forested wetlands, such as having to build a temporary ring levee to maintain flood risk protection during construction, would likely require a USACE Nationwide 404 Permit.

OUR APPROACH TO PUMP STATION DESIGN AND AUTOMATION

The existing pump station has manual controls with passive backflow prevention. Given the flashy nature of the Big Blue River, time is critical for getting the pumps running and the gravity outfall gates closed during an event. This pump station is one of several other drainage structures the City is required to close manually.

In order to streamline controls and prioritize staff deployment, the proposed design will incorporate automation of the pump station operation and the gatewell structure. The pump station and gatewell will be equipped with PLC-based controls that will tie into the City's SCADA network via fiber optic cable. **HDR's team includes electrical and I&C engineers who have experience automating stormwater pump stations for both USACE and municipal clients.** They have the experience meeting USACE standards and the expertise to understand the right "need to know" information up-front, saving time and money downstream. I&C engineers will work closely with the City's preferred system integrator to specify control equipment and schemes that match the City's existing standards for seamless integration of the pump station into the SCADA system.

Additionally, the complementary design of the pump station capacity with the new gatewell structure and gravity reinforced concrete pipe outlet will be of upmost importance for this project. HDR's team has previously worked together on several similar pump station and stormwater projects in the Midwest that have helped reduce flood risk while also improving the safety and redundancy required for the future operation and maintenance of these types of levee structures.



Design Documentation

Clear, comprehensive documentation of the design process is essential for development of bid documents and memorializing the design process, decisions made, and data and calculations forming the foundation of the design efforts. Design will advance through the logical progression of increasing design detail with submittals at 30%, 60%, 90%, and lastly the final design bid documents. Milestone submittals provide the City opportunity to review progress and project elements and provide direction in a timely manner that maintains project schedule and progress. This milestone process will also support the required grant fund milestone requirements.

WHY HDR

Working together with the City and JEO, both in Nebraska and at FEMA, HDR will keep the project on track with schedule and cost. We are equipped with the following in-house resources to support the project:

- Economists who can rerun the benefit cost analysis as design progresses and line-item costs are updated.
- Modelers who are adept at performing interior drainage analyses and can keep the analysis up to date as design progresses and pull information required for USACE approvals.
- Electrical and I&C engineers familiar with designing electrical and SCADA systems for pump stations.
- Structural engineers familiar with maintaining constructability within limited construction areas, especially around railroads and levees.
- Railroad professionals familiar with potential concerns to help the team with design, constructability, and getting railroad approval.
- Geotechnical engineers familiar with levee and levee structure construction, along with USACE criteria.
- Project leads up to date with the latest USACE requirements to streamline design and FEMA and USACE requirements.
- PM resources adept at keeping project teams on task and under budget.

HDR is ready to work with the City, JEO, and required agencies on this project to maximize benefits while reducing risk.



Certificate of Authorization and Proof of Liability Insurance

CERTIFICATE OF AUTHORIZATION

HDR ENGINEERING INC
ATTN LIZ BUELL
1917 S 67TH ST
OMAHA NE 68106-2973

Nebraska State Board of Engineers and
Architects
P.O. Box 95165; Lincoln, NE 68509
Phone: (402) 471-2021; Fax: (402) 471-0787
E-mail: NBEA.office@nebraska.gov

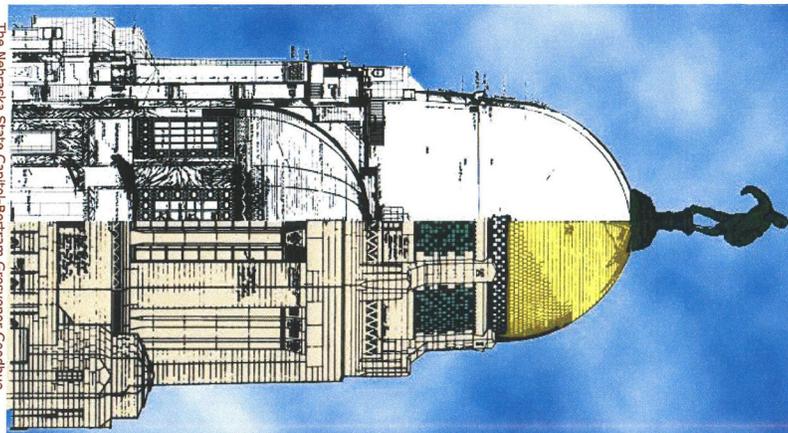


Renewed
2/22/2022

CERTIFICATE OF AUTHORIZATION

NEBRASKA STATE BOARD OF
ENGINEERS AND ARCHITECTS

The Nebraska State Capitol - Bertram Grosvenor Goodhue,
Architect



Organization: **HDR Engineering Inc**
Authorized to Practice Engineering: **Yes**
Authorized to Practice Architecture: **Yes**
Engineer in Responsible Charge:
Matthew Brian Tondl E-6585
Architect in Responsible Charge:
Richard Kenneth McKinley A-2998

Effective Date: **3/2/1998**
Date of Expiration: **3/2/2024**

Certificate Number: **CA0443**
Payment Date: **2/22/2022**
Payment Amount: **\$350**
Receipt # **117671**

* Please Report any change in status of these persons within 30 days of occurrence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

6/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 ketsu@lockton.com		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106		INSURER(S) AFFORDING COVERAGE: Lloyds of London NAIC #: INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES * CERTIFICATE NUMBER: 18584305 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N N	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N N	P001412200	6/1/2022	6/1/2023	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 18584305 SAMPLE	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
---	--



1917 S. 67th Street
Omaha, NE 68106-2973
402.399.1000

hdrinc.com

We practice increased use of sustainable materials and reduction of material use.

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4. Consideration of Approval of Task Order #1 to the Master Services Agreement Signed August 1, 2011 with JEO, Inc. for the GIS Improvements Project and Authorization for Mayor to Sign All Documents - City Engineer Oneby

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
Task Order

This is Task Order No. 2023-1,
Consisting of 8 pages

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Engineer for Professional Services dated August 1, 2011 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title: GIS Services
- B. Description: Implementation of ArcGIS Online, Utility data development, and staff training for GPS hardware and GIS software.

1. Services of Engineer

See Detailed scope of services on Exhibit "A"
See Attachment 1 to Exhibit "A" for complete list of features and attributes to be included in the electrical system data creation

2. Owner's Responsibilities

Exhibit "B" from the Master Services Agreement between Owner and Engineer for Professional Services as referenced above is modified as follows: None

3. Times for Rendering Services

Services shall be provided in a timely fashion based upon mutual agreement between the Owner and Engineer related to the nature of the service.

4. Payments to Engineer

A. **For Lump Sum Method of Payment: NOT APPLICABLE**

B. **For Standard Hourly Rates Method of Payment:**

- 1. The Standard Hourly Rates shall be the current hourly rate schedule and subject to adjustment approximately January 1st of each year.
- 2. All project phases to be performed using standard hourly rates. Certain phases have a predetermined maximum fee to accomplish the scope as defined in Exhibit "A". The fee summary is shown below.

DEPARTMENTAL INTERVIEWS	\$12,490 (HOURLY TO MAX)
DATA CREATION	\$98,000 (HOURLY TO MAX)
ARCGIS ONLINE CONFIGURATION	\$(HOURLY)
HARDWARE CONFIGURATION AND TRAINING	\$18,000 (HOURLY TO MAX)
ADDITIONAL MAP/LAYER CREATION	\$(HOURLY)
ADDITIONAL ITEMS	\$(HOURLY)
<u>HARDWARE/LICENSES</u>	<u>TBD (DIRECT TO VENDORS)</u>

5. Other Modifications to Master Agreement: None



SCOPE OF SERVICES: Exhibit A

PROJECT UNDERSTANDING:

JEO recently worked with the City to complete a GIS pilot project from Hillcrest Drive to Bek Ave, between North 2nd Street and Eastridge Drive. During this Pilot project JEO assisted in the deployment of ArcGIS Online, and performed field survey data collection of Water, Electric, Sanitary sewer, and Storm sewer utilities. With the completion of the GIS Pilot project, it is possible to have more in-depth conversations with the City about implementing workflows to improve day to day processes.

SCOPE OF SERVICES:

1. DEPARTMENTAL INTERVIEWS

- 1.1 Prepare pre-interview survey for key staff to guide in-person discussion
- 1.2 Perform interviews with key staff to discuss desired maps, apps, and hardware needs. Limited to 8 staff interviews. Suggested list identified below.
 - 1.2.1 Electrical – Jared Hochstein
 - 1.2.2 Building/Zoning & Code enforcement – Tim Dworak and Sarah Van Cura
 - 1.2.3 Water/Wastewater – Gary Janicek
 - 1.2.4 Storm Sewer – Bob Miers
 - 1.2.5 Utility Locator – David Sestak
 - 1.2.6 City Administrator / City Engineer – Greg Butcher and Mike Oneby
- 1.3 Prepare post-interview summary to accomplish the following objectives:
 - 1.3.1 Identify current processes for each department
 - 1.3.2 Align staff/department needs to feature enhancements or training opportunities
 - 1.3.3 Recommend amendments to scope based upon staff interviews

2. DATA CREATION

2.1 ELECTRICAL DISTRIBUTION SYSTEM

- 2.1.1 Electrical features and attributes will be created and populated based on a combination of data provided by city from the drawings outlined below, as well as the latest aerial Eagleview imagery and existing GIS hosted electrical data. (See Attachment 1 for detailed list of features and attributes to be created or populated.)
 - 2.1.1.1 City Electric2019.dwg
 - 2.1.1.2 City 34.5 2019.dwg
 - 2.1.1.3 Annex Area 2019.dwg
 - 2.1.1.4 Streetlights 2019.dwg
 - 2.1.1.5 Switchgear 2019.dwg

2.2 WATER SYSTEM

- 2.2.1 Update authoritative layers and web maps based upon hard-copy water maps. Future service based on future task orders issued by City Engineer.
- 2.2.2 Import data from topographic survey CAD drawings. To be performed on an hourly basis. Future service based on future task orders issued by City Engineer.

2.3 SANITARY SEWER SYSTEM

- 2.3.1 Updates to authoritative layers and web maps based upon hard-copy sanitary sewer maps. Future Services based on future task orders issued by City Engineer.
- 2.3.2 Import data from topographic survey CAD drawings. To be performed on an hourly basis. Future service based on future task orders issued by City Engineer.

2.4 STREETS/STORM SEWER SYSTEM

- 2.4.1 Update authoritative layers and web maps based upon hard-copy storm sewer maps. Future services based on future task orders issued by City Engineer
- 2.4.2 Import data from topographic survey CAD drawings. To be performed on an hourly basis. Future service based on future task orders issued by City Engineer
- 2.4.3 Prepare ETJ-Wide contour layer based upon newest publicly available lidar data
- 2.4.4 Prepare wall map showing subdivisions, lots, blocks, and street right-of-way widths.

3. ARCGIS ONLINE CONFIGURATION

- 3.1 Future scope to be developed and amended upon completion of staff interviews. Enhancements may include:
 - 3.1.1 Field maps applications to support field data collection activities.
 - 3.1.1.1 Electrical Department
 - 3.1.1.2 Utility locating staff
 - 3.1.1.3 City Engineer
 - 3.1.2 Hub site to better manage and navigate existing maps and data specific to each department
 - 3.1.3 Web app/Dashboard creation/configuration to address specific department/user needs
 - 3.1.3.1 Office applications
 - 3.1.3.2 Task-based maps and applications in addition to industry solution maps and applications
 - 3.1.3.3 Customize map symbols to meet staff needs
 - 3.1.4 Develop Group level permissions and security plan for sensitive assets/utilities (See Section 4.2).
 - 3.1.5 Develop transition plan and timeline for completion of ArcGIS Online implementation, no later than September 30, 2023

4. HARDWARE, SOFTWARE AND LICENSING (ALL PURCHASES DIRECTLY BETWEEN OWNER AND VENDORS)

4.1 HARDWARE

- 4.1.1 Two tablets with rugged cases meeting the outlined specs below at \$1477.50/device (\$2955 total)
 - 4.1.1.1 256 GB of Storage
 - 4.1.1.2 Cellular Enabled
 - 4.1.1.3 64bit Chip Architecture
 - 4.1.1.4 8 GB RAM
 - 4.1.1.5 802.11ax Wi-Fi 6
 - 4.1.1.6 Gigabit-class LTE
- 4.1.2 Cellular Service
 - 4.1.2.1 Service for two tablets at \$50/month per device totaling \$1200.00/year.

4.2 ADDITIONAL ARCGIS ONLINE LICENSES

- 4.2.1 Set up additional ArcGIS Online accounts and establish permissions for individual users. The account is valid for one year from the date of purchase by the Owner. Owner is responsible for all initial license fees and renewing account after year one.
 - 4.2.1.1 One Viewer license at \$110/year
 - 4.2.1.2 Two Field Worker ArcGIS Online licenses at \$770/year (\$385/user/year)

- 4.2.1.3 Two GIS Professional Standard license at \$6,050/year (\$3,025/user/year)
- 4.2.1.3.1 Upgrade current GIS Professional Basic to GIS Professional Standard license

5. HARDWARE CONFIGURATION AND TRAINING

5.1 HARDWARE CONFIGURATION

- 5.1.1.1 Spend one day on site with City staff to set up and configure field data collection hardware, for up to three (3) setups.
 - 5.1.1.1.1 Update firmware on Trimble DA2 GNSS receivers
 - 5.1.1.1.2 Log in to Esri Field maps and establish profiles on tablet computers
 - 5.1.1.1.3 Pair Trimble DA2 receivers with tablet computers
 - 5.1.1.1.4 Field data collection training

5.2 ADVANCED DATA MANAGEMENT TRAINING

- 5.2.1 Provide up to 80 hours of in-person foundational training to utility locating staff (David Sestak) to best utilize the ArcGIS Online platform to accurately capture utility locations, find previously captured locations for marking purposes, in-office drafting and digitizing methods, and attribute editing. Training to be a combination of JEO staff visiting City staff in the field or at City offices, or City staff meeting JEO staff in Lincoln or Wahoo office. The purpose of this training is to prepare David Sestak to become proficient at data editing and overall data management.

6. DELIVERABLES

- 6.1 Interview executive summary
- 6.2 Completely migrate Electrical System feature layers and Web maps.
- 6.3 Complete Additional Web maps and applications as defined in Section 4

7. PROJECT MEETINGS

- 7.1 Hold bi-monthly meetings between Mike Oneby and JEO to discuss project progress.

8. ADDITIONAL ITEMS

- 8.1 Additional map/feature layer creation
 - 8.1.1 Import data from topographic survey CAD drawings. To be performed on an hourly basis.
- 8.2 Field Data Collection
 - 8.2.1 Completed by JEO Survey staff on an hourly basis if requested by City
- 8.3 Additional departmental/staff training beyond that identified in section 5.2.1 to be performed on an hourly basis.

9. FEE

- 9.1 JEO proposes to provide the services defined above for the fees defined below:

<i>Task</i>	<i>Fee</i>
DEPARTMENTAL INTERVIEWS	\$12,490 (HOURLY TO MAX)
DATA CREATION	\$98,000 (HOURLY TO MAX)
ARCGIS ONLINE CONFIGURATION	\$(HOURLY)
HARDWARE CONFIGURATION AND TRAINING	\$18,000 (HOURLY TO MAX)
ADDITIONAL MAP/LAYER CREATION	\$(HOURLY)
ADDITIONAL ITEMS	\$(HOURLY)
<u>HARDWARE/LICENSES</u>	<u>TBD (DIRECT TO VENDORS)</u>

- 9.2 The above-mentioned fees include JEO's billable time and overhead expenses including

telephone calls, copying, postage, travel, and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

9.3 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.

9.3.1 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).

10. CONTRACT TIME

10.1 Anticipated Notice to Proceed: January 18, 2023

10.2 Departmental interviews to be performed within 30 days of notice to proceed

10.2.1 Post-interview summary to be completed 30 days after completion of staff interviews

10.3 GIS services will be ongoing throughout the duration of the project.

10.4 Training to be performed with required individuals throughout project

11. OWNER RESPONSIBILITIES

11.1 The Owner must provide the following to JEO:

11.1.1 Provide a room/location for all departmental interviews, project meetings and training throughout the project.

11.1.2 Timely review of documents or requests for information.

12. EXCLUSIONS

12.1 Population of attribute not currently housed within hosted GIS data

12.2 Creation of any assets not currently housed within hosted GIS data or outside of the Owner's service area.

12.3 Training/Help manuals and videos not specifically outlined in scope.

12.4 Creation of any overhead and underground secondary electrical features including services to businesses and residences.

12.5 Adding file attachments to any GIS features.



**SCOPE OF SERVICES:
Attachment 1 to Exhibit A**

ELECTRICAL SYSTEM FEATURES AND ATTRIBUTES

(All Features and Attributes below will be created and populated based on provided CAD drawings.)

- Poles
- Transformers (Pole Mount and Pad Mount)
 - kVA
 - Primary Voltage (Operating Voltage)
 - Secondary Voltage
- Fuses
 - Size (Max Continuous Current)
 - Normal Position
- Switches
 - Switch ID
 - Type
 - Max Continuous Current
 - Max Operating Voltage
 - Normal Position
- Pad-mount Switch Gear
 - Switch ID
 - Max Continuous Current
 - Max Operating Voltage
 - Normal Position
- Fault Indicators
- Capacitors
 - Asset Type
 - Phases
 - kVAR
 - Nominal Operating Voltage
- Conductors (Overhead and Underground)
 - Phases
 - Nominal Voltage
 - Phase Designation
 - Conductor Size/Material
 - Neutral Size
 - Neutral Material
 - Neutral Type
 - Feeder ID
- Sectionalizers
 - Nominal Voltage

- Substations (Electric Station)
 - ID
- Dynamic Protective Device (DPD)
 - Circuit Breaker
 - Recloser
- Streetlights
 - Lamp Type
 - Wattage

5. Consideration of an Agreement with Sinclair Hille Architects to Perform a City Facilities Study and Authorization for Mayor to Sign All Documents - City Administrator Butcher

January 12, 2023

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

Re: City of Seward Building Utilization Study

Dear Greg:

We are pleased to have the opportunity to furnish this revised proposal for a Building Utilization Study and Concept Plan for the Seward City Hall and the Municipal Building in Seward, Nebraska. Our services are outlined in the following paragraphs and define our understanding of the scope of services you desire. If you are in agreement, please return a signed copy of this proposal to our office. Feel free to call if you have questions concerning any of the provisions listed.

Sincerely,


Lizabeth A. Bavitz, AIA, LEED AP
Principal in the Firm

encl.

18074-GB-Space Utilization Proposal



PRINCIPALS

Daniel J. Grasso, AIA, NCARB, LEED AP
Lizabeth A. Bavitz, AIA, LEED AP
John F. Kay
Michael J. Penn, AIA, LC, LEED AP
David E. Quade, AIA, NCARB, CSI

ASSOCIATE PRINCIPALS

Loree J. Pospisil
James A. Krieger, LEED AP
Chad E. Kruse, AIA

SENIOR ASSOCIATES

Charles W. Bachmann, AIA
Mike D. Stolle, AIA, LEED AP
Kjersten N. Tucker, NCARB, IIDA

ASSOCIATES

Nolan M. Schaefer, Assoc. AIA
Danielle L. Prochnow
Abbey L. Bettinger

700 Q Street
Lincoln, NE 68508
402.476.7331

SINCLAIRHILLE.COM

PROPOSAL FOR ARCHITECTURAL SERVICES

PARAGRAPH 1: ARCHITECT'S BASIC SERVICES

1.1 The Architect's services consist of those services performed by the Architect, Architect's employees, and Architect's consultants for the City of Seward ("Client") as enumerated below:

1.2 Project Scope

- a) Conduct a space utilization study and provide corresponding recommendations to the City of Seward (Client) for two existing city facilities -- City Hall (537 Main Street) and the Municipal Building (142 N. 7th Street). The recommendations will focus on accommodating existing staff and future growth to maximize the efficient use of the available square-footage within the two facilities.
- b) An ancillary recommendation will also be formed for the potential relocation of the Public Works Street Shop located at 700 Jackson Avenue.
- c) As this is a planning effort, no documents will be produced for construction. Space planning floor plans depicting the recommendations will be provided.
- d) Space planning services will be performed by Sinclair Hille Architects.
- e) The Client will provide drawings of existing buildings. Architect will field measure and create CAD files of City Hall and the Municipal Building if the Client does not have drawings.
- f) The Architect anticipates a timeframe of approximately May to July 2023 to conduct the study. Specific dates within the schedule are dependent on the timing of receiving information from the Client.
- g) The following items are excluded from Basic Services but can be added to the project as an Additional Service. Excluded scope items include but are not limited to:
 - 1) Schematic Design, Design Development, Construction Documents, Bidding Assistance, and Construction Administration Design Services
 - 2) Utilization study of any additional building(s) or department(s) that are not defined within this agreement.

1.3 Building Utilization Study and Concept Plan

- a) The utilization study will include the following City Departments believed to be in the two buildings at this time:
 - 1) Municipal Building at 142 North 7th Street
 - Building & Inspection
 - Parks & Recreation
 - Public Works
 - Council Chambers
 - Engineering
 - 2) City Hall at 537 Main Street
 - City Clerk/HR
 - City Administrator

PROPOSAL FOR ARCHITECTURAL SERVICES

- b) Architect will conduct a kickoff meeting to discuss Client's needs and goals for the project and to define a work plan process.
- c) Existing Building Utilization
 - 1) The Architect will gather information from the Client to assist with their analysis of the existing spaces.
 - 2) The Architect will be granted access to the interior of the facilities to document the existing conditions and evaluate the utilization of space.
 - 3) The Architect will perform a general overview of each facility in terms of code and ADA compliance.
 - 4) The Architect will present the findings from their analysis to the Client.
- d) Operational and Staffing Needs
 - 1) The Client will gather information regarding current and projected future operational and staffing needs. Information provided to the Architect by the Client will include:
 - existing staff counts for departments currently located in the two buildings,
 - projected 2030 growth in city departments in terms of staff and equipment,
 - necessary department/staff member adjacencies (proximity for efficiency),
 - possible shared use of equipment and staff,
 - common area space needs including conference rooms, break rooms and printer/copier/work rooms.
 - 2) Typical office and workstation sizes will be developed by the Architect to assist the Client with space planning. The Architect will also compile a Space Needs Summary to determine the square-footage needed to accommodate the current and future projected staffing needs provided by the Client. This information will be used in the Concept Plan for recommendations on how to best use the existing facilities.
- e) Concept Plan
 - 1) The Architect will use the information developed during the utilization study along with the operational and staffing information provided by the Client to develop a Concept Plan. The goal of the plan will be to maximize the use of existing square-footage within the two facilities. The Concept Plan will be summarized in report form with graphic representation of the space plans.
- f) Meetings. Up to four (4) meetings with the Client are included in the fee to discuss and review the project:
 - 1) One kickoff meeting with the Client's designated Project Team. This meeting will establish the project goals and needs and review the work plan for completion.
 - 2) One meeting with the Client to review a summary of the code and ADA analysis.

PROPOSAL FOR ARCHITECTURAL SERVICES

- 3) Two meetings during the Concept Phase to review ideas and develop a final option.
- 4) Additional meetings beyond the number indicated will be billed on an hourly basis per the Architect's 2022 hourly rates.
- g) Opinion of Cost. The Architect will provide an Opinion of Probable Construction Cost for the recommendations to assist the Client with determining next steps for the project. The opinion of cost does not include non-construction soft costs such as Furnishings, Fixtures and Equipment (FF&E), environmental abatements, and building envelope repairs.
- h) Project Schedule. The Architect will propose a schedule to the Client that outlines key milestones to complete the project.
- i) Deliverables:
 - 1) Space Plans.
 - 2) Written report including data gathered and recommendations.
 - 3) Opinion of construction cost.

PARAGRAPH 2: BASIS OF COMPENSATION

- 2.1 For Basic Services, compensation shall be computed as follows:
 - a) Fixed Fee = \$29,500.00
- 2.2 Reimbursable Expenses (beyond the compensation for Basic Services) include the following expenses incurred by the Architect in the interest of the Project for:
 - a) Expense of travel time, transportation and living expense in connection with out-of-town travel authorized by the Client;
 - b) Printing requested by the Client or for the Client's use or benefit.
 - c) Building Permit application and Plan Review fees and charges.
 - d) Postage and handling of Drawings, Specifications and/or other 'deliverables' for the Client's use or benefit;
 - e) Renderings, models, or other presentation materials requested by the Client that are beyond the scope of services described above.
 - f) Estimated reimbursable expenses are \$550.00
- 2.3 Reimbursable Expense will be billed at a multiple of one and one tenth (1.1) times the actual expense costs incurred.
- 2.4 Unless special arrangements are made, invoices for expenses exceeding \$250.00 for reproductions will be forwarded to the Client for direct payment.
- 2.5 Compensation indicated in Article 2.1 is based on the Scope of Services indicated in Paragraph 1. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement, if changes are made to the Scope of Services. Except for Services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule.

PARAGRAPH 3: PAYMENTS TO THE ARCHITECT

- 3.1 Payments for Basic Services, Additional Services, and for Reimbursable Expenses shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.
- 3.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 10% monthly.
- 3.3 If additional services are required, the Architect will inform the Client in writing of the cost of the service. The Architect will proceed only after the tenant's signature is secured. The deliverables required by the Additional Service will be released to the tenant only after payment in full for the Additional Services is received by the Architect.

PARAGRAPH 4: MISCELLANEOUS PROVISIONS

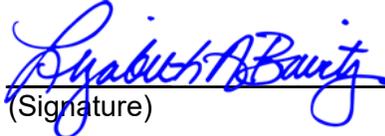
- 4.1 The Architect's services, as limited by the Client, are performed with the usual and customary thoroughness and competence of the architectural profession in the State of Nebraska. In recognition of the relative risks and benefits of the project to both the Client and the Architect, the Client expressly agrees that, to the fullest extent permitted by law, the Architect's liability for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall be limited solely to the Architect's negligent acts, errors or omissions, such that the total aggregate liability of the Architect to the Client shall not exceed the total fee earned.
- 4.2 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.
- 4.3 This agreement may be terminated by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered, including reimbursable expenses, to the date of termination.
- 4.4 All original documents produced by the Architect under this agreement shall remain the property of the Architect, as protected under the provisions of United States Copyright Law.
- 4.5 In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by architects in the State of Nebraska practicing under similar circumstances.
- 4.6 The Client and Architect agree that certain increased costs and changes in the project may occur because of possible omissions, ambiguities or inconsistencies in the documents prepared by the Architect as part of the level of care and skill referenced above. The Client acknowledges the need of setting aside a reserve amount of funds within the project construction budget as a contingency to be used, as required, to pay for such increased costs and changes.
- 4.7 The Client confirms that neither the Architect nor any of the Architect's sub-consultants has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the Architect or any of the Architect's sub-consultants, as a consequence of the Architect's entering into the Agreement with the Client.
- 4.8 The Client shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project. The surveys and legal information shall include,

PROPOSAL FOR ARCHITECTURAL SERVICES

as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

ARCHITECT

Sinclair Hille & Associates, Inc.

 01/12/2023
(Signature) (Date)

Lizabeth A. Bavitz, Principal
(Printed name and title)

ACCEPTANCE BY CLIENT

(Signature) (Date)

(Printed name and title)

ACCOUNTS PAYABLE INFORMATION (if different than addressee):

Remit Invoices to: _____

Address: _____

Phone Number: _____

Email: _____

Please check the preferred method of transmitting invoices:

Mail Invoice

Email Invoice

2022 STANDARD REIMBURSABLE RATES

Sinclair Hille Architects

REIMBURSABLE ITEM	RATE
B&W Plot Paper 8.5" x 11"	\$0.75
B&W Plot Paper 8.5" x 14"	\$0.75
B&W Plot Paper 11" x 17"	\$1.50
B&W Plot Paper 24" x 36"	\$3.00
B&W Plot Paper 30" x 42"	\$4.00
Recordable CD/DVD Disc	\$5.00
Rewritable CD/DVD Disc	\$10.00
Color Copies 8.5" x 11"	\$1.50
Color Copies 8.5" x 14"	\$1.50
Color Copies 11" x 17"	\$3.00
Photocopies/Prints	\$0.15
Color Plot Paper 8.5" x 11"	\$1.50
Color Plot Paper 8.5" x 14"	\$1.50
Color Plot Paper 11" x 17"	\$3.00
Color Plot Paper 24" x 36"	\$6.00
Color Plot Paper 30" x 42"	\$7.00
Color Plot Paper 36" x 48"	\$8.00
Foam Core (Full Sheet)	\$10.00
Foam Core (Half Sheet)	\$6.00
SHA Base CAD File	\$100.00
Automobiles (Personal Vehicles)	\$0.58/Mile *
Other Travel (Vehicle Rental) or Lodging Costs	Actual Cost + 10%
Meals when Traveling	Actual Cost + 10%
Miscellaneous Materials & Supplies Applicable to the Project	Actual Cost + 10%
Fees for Applications or Permits	Actual Cost + 10%
Postage & Shipping Charges for Project Related Materials	Actual Cost + 10%

*Rates consistent with the IRS Mileage Rate
Reimbursement Guidelines (Subject to Change).

2022 STANDARD BILLING RATES

Sinclair Hille Architects

Effective: January, 2022

STAFF POSITION	RATE
PRINCIPAL DESIGN ARCHITECT	\$180.00
PRINCIPAL PROJECT ARCHITECT	\$180.00
PRINCIPAL PROJECT MANAGER	\$180.00
LEAD PROJECT ARCHITECT II	\$160.00
LEAD PROJECT ARCHITECT	\$155.00
PROFESSIONAL ADMINISTRATOR	\$130.00
ARCHITECT IV	\$130.00
ARCHITECT III	\$120.00
ARCHITECT II	\$115.00
ARCHITECT I	\$105.00
ARCHITECTURAL ASSOCIATE III	\$105.00
ARCHITECTURAL DESIGN ASSOCIATE II	\$105.00
ARCHITECTURAL ASSOCIATE II	\$90.00
ARCHITECTURAL ASSOCIATE I	\$75.00
INTERIOR DESIGNER I	\$75.00
ADMINISTRATIVE II	\$60.00
STUDENT INTERN	\$70.00
STUDENT INTERN	\$60.00

6. Consideration to Authorize City Administration and the Civic Center Commission to Begin Implementation of a Design-Build Process for Renovations to the Civic Center - City Administrator Butcher
7. Award Community Development Block Grant (CDBG) Downtown Revitalization Program (21DTR011) Forgivable Loans - City Administrator Butcher
 - A. Polar Lights LLC / HR Block - 115 S 6th Street - \$13,934.72 (75% of Project)



City of Seward
537 Main Street
Seward NE 68434
Phone: 402-643-2928

Downtown Revitalization 2022 Application

Seward Facade Improvement/Commercial Rehabilitation Program

(Attach additional pages to provide additional information.)

*****Completed applications shall be hand delivered to Derek Bargmann, Seward City Clerk, 537 Main Street, Seward, NE 68434, at 10:00am Friday, April 15, 2022. DO NOT MAIL APPLICATIONS OR EMAIL. THEY ARE FIRST COME FIRST SERVE FOR 2022!!!!*****

Applicant Name: Polar Lights, LLC

Applicant's Phone Number: (402) 362-5506

Applicant's Email Address: kthomas@svehlalaw.net

Business Name: H & R Block

Property Owner: Polar Lights, LLC

Property Address: 115 S 6th Street

Property Legal Description: South Half (S1/2) of Lot Four(4), in Block (10), Original Town of the City of Seward, in Seward Count, Nebraska together with all rights in adjoining party walls.

Type of façade improvement planned (see Design Guidelines)

Restoration Renovation Replacement Reconstruction

Structural alterations: _____

Cosmetic alterations (i.e. moldings): exterior molding installed

Painting (approximate sq. ft. area): _____

Interior Improvements: _____

Specify other work (i.e. awnings): new windows on second floor, new doors, new siding, new awning

Total cost of project: \$18,579.63

DTR Project Funds Amount requested: \$ \$13,934.72

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by April 24, 2024. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.

POLAR LIGHTS, LLC
BY Kelly Thomas

Signature of Property Owner

Signature of Business Owner (if applicable)

Kelly M. Thomas, Member

Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

April 14, 2022

Date

Date

Anderson Construction

1604 253 Drive
Seward, NE 68434

Estimate

Date	Estimate #
3/1/2022	684

Name / Address
H & R Block 115 S. 6th St. Seward, Ne. 68434

Project

Description	Qty	Cost	Total
Take out 2 windows, Install 2 new pella windows on second floor, insulate, clean, exterior molding install. windows from Pella, black exterior.	1	9,230.80	9,230.80
Total			\$9,230.80

Customer Signature _____

KING'S GLASS
 927 NORTH GRANT AVE
 YORK NE 68467
 (402)362-6550

Quote: 2-2907
Date: 3/23/22

RemitTo:
 NEBRASKA DOOR & WINDOW LLC
 4100 LOWELL CIRCLE SUITE D
 LINCOLN, NE 68502

Bill To:
 POLAR LIGHTS LLC
 408 N PLATTE AVE STE A
 YORK NE 68467

Customer:
 H&R BLOCK - SEWARD
 115 S 6TH STREET
 SEWARD NE 68434
 (402)643-4488

CSR	Tech	PO	Terms	Job #	Bill To Terms
JMA			Due on receipt		Net 30

Qty	Dimension	Hours	Part Number/Desc.	Total
2.00				\$5,600.00
			Bid Job Material	
1.00				\$434.00
			Energy Surcharge	

Taxes	
STATE TAX	\$221.87
SEWARD	\$60.51

Notes:
 Installation of two fixed aluminum framed windows in 2nd story of building at 115 South 6th Street Seward. Clear anodized or dark bronze aluminum (owner's choice) fixed window with energy efficient low-e glass insulated glass. Quote includes; material, labor, any necessary flashing or caulking after window installation and removal/haul away of current windows.

Signature _____

Taxes	Total	Payments	Balance
\$282.38	\$6,316.38	\$0.00	\$6,316.38

Kelly Thomas

From: Jenna Adamson <jennaa@nebdor.com>
Sent: Thursday, April 14, 2022 2:03 PM
To: Kelly Thomas
Subject: 115 South 6th Street Seward - Quote Attached
Attachments: Polar Lights (115 South 6th Street Seward) - #2-2907.pdf

Hello!

Thank you for your patience, please find the attached quote to replace the two 2nd story windows (the two windows above the H & R Block Signage) at 115 South 6th Street in Seward. Quote includes; two aluminum framed fixed windows either clear anodized or dark bronze in color, low-e insulated glass and removal of current windows. If you need a lead time for app. 12 weeks is currently a good rule of thumb for material. Good luck and let me know if you have any questions!



THANKS,
Jenna

All retail quotes are valid for 30 days.



Jenna Adamson
Nebraska Door & Window LLC and King's Glass
402.435.3840 / 402.362.6550
jennaa@nebdor.com



CCS Custom Construction Services LLC
Jason Rasmussen, Owner
402-641-2870
1118 N 5th St.
Seward, NE 68434

Kelly Thomas

Awning Update

Materials	\$1,590.77
Labor	\$3,840.00
Awning	\$3,434.70
Trash and Fees	\$483.36
Total	\$9,348.83

Job Details:

Replace old awning and metal behind it. Install backing for awning new vertical siding with your color choice. Install solid color awning (your choice of color) with address and no lettering or artwork. All pricing is reevaluated at time of construction with markup.

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra cost will be executed only upon written agreement, and will become an extra charge over and above the estimate. All agreements contingent upon events, accidents or delays beyond our control. Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **25% Labor down payment plus the cost of materials is required. 50% Labor will be collected at midpoint of construction The remaining 25% is due upon completion of the project and customer satisfaction.**

Authorized Signature: _____ Acceptance Date: _____

Terms of Payment: **Make checks payable to CCS**

• Accounts not paid within thirty (30) days are subject to a finance charge of \$35 late fee plus 18% interest monthly

Custom Made By

LINCOLN PATIO & AWNING

3900 Cornhusker Hwy Ste 1 Lincoln, NE 68504
(402) 464-1900 Fax(402) 467-4907

POLAR LIGHTS LLC
SVEHLA LAW OFFICES
408 N PLATTE AVE, SUITE A

YORK, NE 68467

PROPOSAL NO. P2625
PROPOSAL DATE MARCH 22, 2022

PHONE # (402) 362-5506
KTHOMAS@SVEHLALAW.NET

BUILDING: 115 S 6TH, SEWARD, NE
REMOVE EXISTING STORE FRONT LATERAL ARM AWNING,
EXISTING SMALL CANOPY CAN STAY UP.
FABRICATE NEW WELDED ALUMINUM FRAME WITH SUNBRELLA
FABRIC COVER, CHOICE OF COLORS.
5'6" HIGH X 4'6" PROJECTION X 24' WIDE \$4875 + TAX

Terms: 25% DUE WITH ORDER, BALANCE DUE AT TIME OF INSTALLATION

Bid Price \$4875.00 + TAX

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS
THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE
HEREBY ACCEPTED. PAYMENT WILL BE MADE AS OUTLINED

SIGNATURE _____ DATE _____

VISIT OUR WEBSITE AT <http://www.lincolntent.com/awning>

4/14/22, 2:58 PM

130 NE-15 - Google Maps

130 NE-15

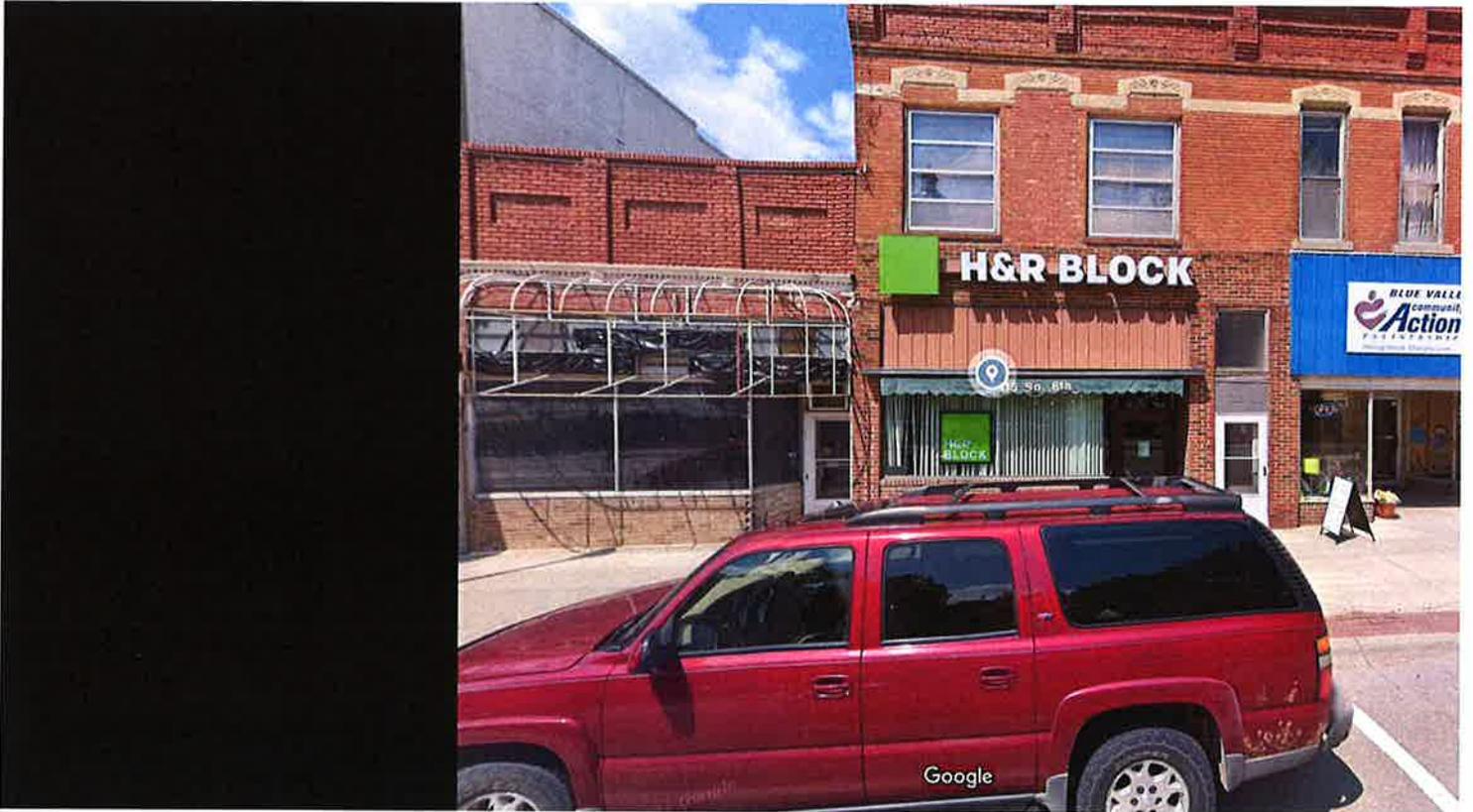


Image capture: Jul 2021 © 2022 Google



115 S 6th St

All

Street View & 360°



Seward, Nebraska



Street View - Jul 2021



Release and Hold Harmless Agreement

Release executed on this 14th day of April, 2022,
by (Property Owner) Kelly M. Thomas and
(Business owner if applicable) _____, of
(Street Address) 115 S 6th Street, City of Seward, State
of Nebraska, referred to as Releaser(s).

In consideration of being granted monies for restoration, modifications, or other physical changes to the property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and licensed, and have obtained all necessary permits in accordance with all pertinent regulations. The Releaser(s) waives, releases, discharges, and agrees to indemnify the City of Seward (or entities under the City's umbrella), for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.

Releaser(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Releaser's obligation and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and are not a mere recital.

POLAR LIGHTS, LLC
BY Kelly Thomas

Signature of Property Owner

Signature of Business owner (if applicable)

Kelly M. Thomas, Member

Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

April 14, 2022

Date

Date

Attestation of U.S. Citizenship

For the purpose of complying with Neb.Rev.Stat. §§4-108 through 4-114, I attest as follows:

X I am a citizen of the United States

-OR-

____ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name:

Kelly M. Thomas
First Middle Last

Signature:



Date:

April 14, 2022

8. Consideration of a Short-Term Lease for William Henry School of the Arts to Utilize the Clubhouse of the Seward Community Golf Course - City Administrator Butcher

TEMPORARY LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of January, 2023, by and between the City of Seward, a municipal corporation (hereinafter referred to as “Lessor”) and William Henry School of the Arts, LLC, a Nebraska limited liability company (hereinafter referred to as “Lessee”).

WITNESSETH:

1. **PREMISES.**

Lessor does hereby lease to Lessee a portion of the clubhouse main floor and basement area (subject to paragraph 3(a) of this Agreement) of the Seward Community Golf Course located at 1046 Country Club Drive, Seward, Nebraska, and for Lessee’s operation of dance studio space.

2. **TERM.**

The term of this Agreement shall be for a term commencing January 28, 2023 and ending on February 28, 2023 for operation of the business contemplated herein. The lease may be held over by the mutual written agreement of both parties for additional days at a pro rata monthly sum. Lessee understands that lease will need to be complete in time for Lessor to begin full golf operations on the premise.

3. **RENT.**

During the term of this lease and any automatic renewal period, Lessee shall pay to Lessor as rent for the demised premises, a monthly rental as follows:

- (a) Rent shall be \$800.00 per month.

4. **LICENSES.**

Lessee will be responsible to obtain at Lessee’s expense any and all licenses necessary to the operation of the dance studio space.

5. **HOURS OF OPERATION AND ACCESS.**

The dance studio shall be open to patrons of the Lessor from 4pm to close Monday thru Thursday each week. The Lessee shall have full access for general business purposes each day of the lease term. The Lessee shall be given one (1) key which shall be returned upon completion of the lease. No office or additional storage space shall be provided. The bar and kitchen areas shall not be accessed by Lessee. Parents are permitted to pickup and drop off their students in the entry area.

6. **REPAIRS AND EQUIPMENT MAINTENANCE.**

Lessee shall have the use of Lessor's space and relevant equipment now located on the premises, and Lessee shall be responsible for the maintenance and repair or replacement thereof, unless otherwise agreed between the parties. A listing of the Lessor's equipment which may be used by the Lessee shall be provided to Lessee within a reasonable time upon execution of this Agreement. Lessor shall also be responsible for the maintenance of the heating and air conditioning units and the hot water heater.

7. OPERATIONS OF LESSEE'S BUSINESS.

The Lessee shall be responsible for all operational expenses including staffing of the dance studio, employee wages, taxes and expense, repairs and maintenance, replacement of any property damaged during the term of this lease and all other expenses of operation.

It is expressly agreed that Lessee is an independent contractor in providing services hereunder and that it shall be responsible for hours of operation, hiring and firing of employees and the operation of said business and that Lessor has no ownership or operational interest therein and is not an agent, partner or employer of the Lessee. It is specifically agreed that Lessee is responsible for withholding of social security and Medicare taxes for its employees, to provide unemployment and worker's compensation on its employees as required under the laws of the State of Nebraska, and that lessee will indemnify and hold Lessor harmless from any liability thereon.

8. SUB-LETTING AND ASSIGNMENT.

Lessee shall not assign or sub-let the demised premises without the consent of the Lessor.

9. INSURANCE.

Lessee shall maintain "all risks" property insurance coverage on Lessee's personal property in the premises. Lessor shall maintain "all risks" fire and extended coverage on the real estate and fixtures and equipment owned by Lessor in such amounts as may protect the Lessor's interests. Lessee will provide worker's compensation and unemployment insurance for its employees if required.

Lessee shall procure and maintain in full force and effect a policy of commercial general liability insurance in the amount of at least \$1,000,000.00 with combined single limit bodily injury and property damage each occurrence, with an endorsement naming the Lessor as a co-insured.

To the extent permitted by Lessee's insurance carrier, the Lessee waives all rights of subrogation by the Lessee's insurance carrier against the Lessor, its agents and employees with respect to property damage covered by the Lessee's applicable "all risks" fire and casualty insurance policy.

10. FIRE OR OTHER CASUALTY.

If the demised premises is damaged by fire, enemy action, the elements, or other casualty, other than by an act or negligence of Lessee or its agents or employees, it shall be promptly repaired by the Lessor, and an abatement shall exist for rent corresponding with the time during which and to the extent to which the demised premises may not be reasonably employed by the Lessee after the damage occurring as aforesaid and for repair. In the event of the total destruction of the premises by fire or other casualty, other than by an act or negligence of Lessee, or its agents or employees, this lease shall cease and come to an end and the Lessee shall be liable only for rent up to the date of such destruction. During the period of this lease, in the event of partial destruction of the demised premises or if the building in which the demised premises is part, such as to render the demised premises unsuitable for the continuation of business of the Lessee, unless the premises can and is repaired and restored by the Lessor within sixty (60) working and workable days to a condition comparable to the condition of the time immediately previous to such partial destruction, then, at the option of either of the parties hereto, this lease shall cease and come to an end and the Lessee shall be liable for the rent only up to the date of such partial destruction. In the event of the occurrence of the contingencies described herein, the Lessee shall be entitled to receive a pro-rata refund of any advance rent paid by him for the period during which said premises were wholly or partially destroyed.

11. TAXES.

Lessor and Lessee shall split equally the cost of all the real estate taxes of every kind which are due or will become due or payable, or which are to be assessed or levied upon said real estate during the term of the lease thereof. Lessee shall pay property tax on Lessee's personal property which is located in the demised premises.

12. DEFAULT.

If any rental payment by the Lessee to the Lessor shall be unpaid after the same is due and payable, or if the Lessee shall violate or default in any of the other covenants, agreements or stipulations or conditions herein, then it shall be optional for the Lessor to declare this lease forfeited and the said term ended, and to re-enter said premises with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and the Lessor shall not be liable for damages by reason of such re-entry or forfeiture. It is further understood that the Lessee will pay in addition to rentals and other sums agreed to be paid hereunder, such additional as the Court may judge reasonable as attorney's fees in any suit or action instituted by the Lessor to enforce the provisions of this lease or the collection of the rentals due the Lessor hereunder.

13. NOTICES.

Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Lessee is in writing at the last known post office address of the Lessee, or at the demised premises, and sent by registered mail with postage prepaid, and if such notice to the Lessor is in writing, addressed to the last known post office address of the Lessor and sent by registered mail with postage prepaid.

14. WAIVER.

One or more waivers of any covenants or conditions by the Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Lessor or Lessee to any act of the other requiring consent or approval to or of any subsequent similar act. If requested by Lessor, the Lessee will execute a short recordable form generally referring to existence of this lease and specifying the exact term and description of the premises.

15. USE OF DEMISED PREMISES.

Lessee agrees that said premises will be used as a dance studio and no other purpose unless authorized by Lessor.

16. BUILDING INSPECTOR, FIRE MARSHALL AND OTHER INSPECTORS.

Except as otherwise provided herein, Lessee is renting said property in its current "as is" condition. In the event internal improvements are required by building officials, fire marshals, or other regulatory agencies as a condition of the use of said property as a dance studio, the parties shall take reasonable efforts to bring the facility into compliance and negotiate in good faith the costs associated with such required internal improvements.

Lessee shall make no structural modifications to the premises without Lessors' consent. At the conclusion or termination of this lease, or any extension hereof, Lessees shall restore the premises to its condition at the time this lease is executed, reasonable wear and tear excepted.

17. HEIRS, ADMINISTRATOR, PERSONAL REPRESENTATIVES AND ASSIGNS.

This Agreement shall be binding upon the heirs, administrators, personal representatives and assigns of the parties hereto, whether individual or corporate.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this instrument on this _____ day of January, 2023.

City of Seward, Lessor

By: _____
Joshua Eickmeier, City Mayor

William Henry School of the Arts LLC, Lessee

By: _____
Alexa Axthelm, Manager

9. Update on the Wellness Center - City Administrator Butcher
 - A. Consideration of Professional Services Agreement for Final Design with BVH Architecture for the Seward Wellness Center Project and Authorization for Mayor to Sign All Documents

AIA[®] Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the **Seventeenth** day of **January** in the year **Two Thousand Twenty-Two**

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Seward
537 Main Street
Seward NE 68434

and the Architect:
(Name, legal status, address, and other information)

BVH Architecture
440 North 8th Street Suite 100
Lincoln NE 68508
P: 402-345-3060

for the following Project:
(Name, location, and detailed description)

Seward Wellness Center, an approximately 61,000 square foot new facility including: natatorium, gymnasium, locker rooms, offices, meeting spaces and accessory spaces.

The site is a new lot on Waverly Road north of the middle school. We understand the lot is pre-platted, waiting for this project design to define the final plat. Needed utilities are understood to be located near the site at Waverly Road. Platting, roads, utilities to the site and other design/development of the lot is understood to be by others. The Architect includes site development as required for the building and site amenities related to the building.

BVH Project #21008

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD (to be determined)

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit B: Preliminary Program and Budget

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Exhibit C: Master Plan Drawings

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Approximately \$16 - \$18 Million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Commence in January 2023

.2 Construction commencement date:

July or August 2023

.3 Substantial Completion date or dates:

January 2025

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Not Applicable

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Greg Butcher, City Administrator

537 Main Street

Seward NE 68434

P: 402-646-9725

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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User Notes:

(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Anticipated February/March 2023

- .2 Land Surveyor:

TBD

- .3 Geotechnical Engineer:

TBD

- .4 Civil Engineer:

TBD

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

None

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

**Cleve Reeves
BVH Architecture
440 North 8th Street Suite 100
Lincoln NE 68508
P: 402-475-4551**

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

**Lange Structural Group
1919 South 40th Street Suite 302
Lincoln NE 68506
P: 402-421-9540**

- .2 Mechanical Engineer:

**Engineering Technologies, Inc
824 M Street Suite 200
Lincoln NE 68508
P: 402-476-1273**

- .3 Electrical Engineer:

Engineering Technologies, Inc
824 M Street Suite 200
Lincoln NE 68508
P: 402-476-1273

4 Civil Engineer:

JEO Consulting Group, Inc
2000 Q Street Suite 500
Lincoln NE 68503
P: 402-435-3080

§ 1.1.12.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

Init.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than **One Million (\$ 1,000,000)** for each occurrence and **Two Million (\$ 2,000,000)** in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million (\$ 1,000,000)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than **One Million (\$ 1,000,000)** each accident, **One Million (\$ 1,000,000)** each employee, and **One Million (\$ 1,000,000)** policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **Two Million (\$ 2,000,000)** per claim and **Two Million (\$ Two Million)** in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of

submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to

exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the

Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically

addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect/Basic Services
§ 4.1.1.2 Programming	Architect/Basic Services
§ 4.1.1.3 Multiple Preliminary Designs	Architect/Basic Services
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect/Basic Services
§ 4.1.1.7 Building Information Model management responsibilities	Architect/Basic Services
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect/Basic Services
§ 4.1.1.10 Landscape design	Architect/Basic Services
§ 4.1.1.11 Architectural interior design	Architect/Basic Services
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect/Basic Services
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect/Basic Services
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 **One (1)** visits to the site by the Architect during construction
- .3 **One (1)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **One (1)** inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within **Thirty (30)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction

Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not

include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court in the State of Nebraska

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration – Intentionally Deleted

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be determined at time of termination

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined at time of termination

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis
(Insert percentage value)

Seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. The percentage will be converted to a stipulated sum fixed fee after the Construction Manager establishes the final construction budget.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per BVH Standard Billing Rates attached as Exhibit A, or as negotiated with and approved by the Owner

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus **fifteen percent (15 %)**, or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty	percent (20	%)
Design Development Phase	thirty	percent (30	%)
Construction Documents Phase	twenty-five	percent (25	%)
Construction Phase	twenty-five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

attached as Exhibit A to this Agreement

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents; **Submittal Exchange; Layer App;**
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **fifteen percent (15 %)** of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of **zero (\$ 0.00)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Architect will invoice Client monthly for all Services rendered pursuant to this Agreement, unless otherwise agreed in writing. Each invoice shall include the fees due for such Services, and the costs for any out of pocket expenses incurred by Architect in the performance of the Services. The Client agrees that all invoices will be electronically debited by Architect from the Client's designated account, in accordance with the Authorization Agreement, upon receipt of invoice. If Client elects not to utilize Architect's electronic billing program, Client agrees to pay upon receipt of each electronic invoice. A 10% administrative/ processing fee will be applied to any invoiced amount not paid within five (5) business days. A monthly finance charge of 1.5% will be assessed to any amount outstanding after ten (10) days and each month thereafter. If there is a dispute of fees owed to Architect, the parties agree to resolve such disputes in good faith within 5 days.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect without written agreement of the Architect, the Owner shall indemnify and hold harmless the Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§ 12.2 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of completion of the design phase and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

§ 12.3 The Architect's services shall be provided to assist the Owner in making changes to an existing facility for which the Owner shall furnish, in a timely manner, documentation and information upon which the Architect may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by the Owner is inaccurate or incomplete, any resulting damages, losses and expenses, including the cost of the Architect's Additional Services, shall be borne by the Owner.

Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect.

§ 12.4 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Owner and Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, and consultants shall not exceed the Architect's total fee for services rendered on this Project, or \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

§ 12.5 Mutual Indemnification

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultants or anyone for

whom the Architect is legally liable.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and consultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

§ 12.6 Services required for governmental agency reviews, securing approvals, etc., other than normal review by the City Building Department and the State Fire Marshal will be considered as an Additional Service.

§ 12.7 If governmental funded projects require a wage rate determination, services associated therewith will be considered as an Additional Service.

§ 12.8 Betterment

If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§12.9 Value Engineering Services: Cost reduction Ideation and Analysis Services requested after approval of the Design Development documents, will be provided on a per item basis. The fee for each would be included in the cost reduction thus:
Gross Construction Cost Savings x .085 (A/E fee) = NET Cost Savings.

§12.10 Corporate Protection Clause

It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Bahr Vermeer Haecker Architects, Ltd a Nebraska corporation, and not against any of the Architect's individual employees, officers or directors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Intentionally Deleted

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

(Insert the date of the E234-2019 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: BVH Billing Rates

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Joshua Eickmeier
(Printed name and title)



ARCHITECT *(Signature)*

Cleve Reeves, Principal
(Printed name, title, and license number, if required)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Cleve Reeves, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:22:14 CT on 01/13/2023 under Order No. 3104237630 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal

(Title)

17 January 2023

(Dated)

BVH ARCHITECTURE

BILLING RATES

Standard Hourly Rates

Senior Principal	\$305.00/hr
Principal	\$245.00/hr
Senior Project Manager	\$210.00/hr
Project Manager	\$195.00/hr
Senior Architect	\$175.00/hr
Senior Interior Designer	\$155.00/hr
Senior Administrative	\$155.00/hr
Architect	\$135.00/hr
Interior Designer	\$125.00/hr
Graphic Designer	\$115.00/hr
Designer	\$100.00/hr
Administrative	\$85.00/hr
Student Intern	\$75.00/hr

These rates are in effect through July 31, 2023.

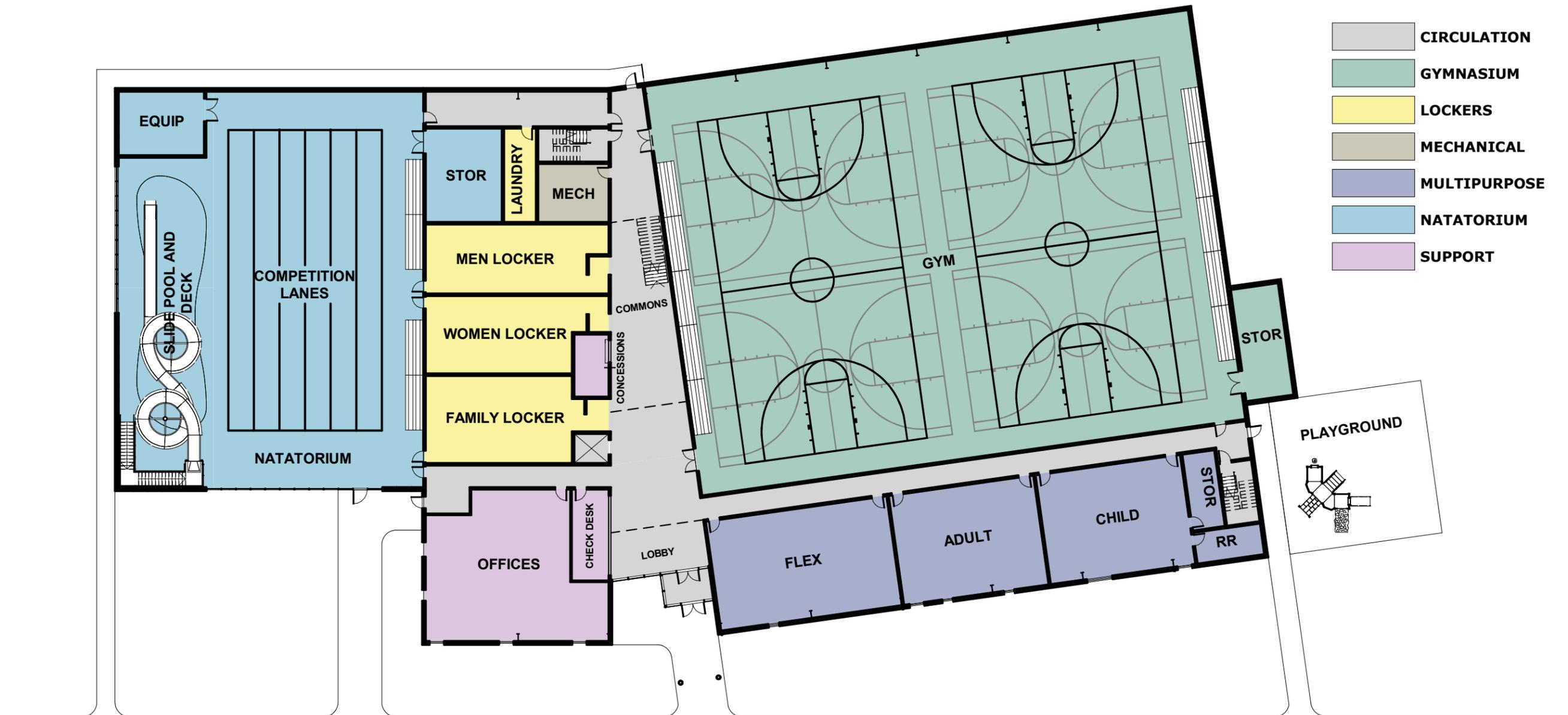
BVH ARCHITECTURE

Seward Wellness Center
Preliminary Program/Budget
3/1/2022

Space	Area (SF)	\$/SF	Area Budget	Hampton \$/SF	Hampton Budget Check	Notes
Natorium						
(6) Competition Lanes 25m x 2.5m x 2m deep	3,444	\$300	\$1,033,200			
Splash Pool	960	\$300	\$288,000			
Slide Pool and Deck Area	1,416	\$300	\$424,800			
Deck Area	2,751	\$300	\$825,300			
Pool Equipment Room	406	\$350	\$142,100			
Pool Storage	531	\$200	\$106,200			
Pool Bleachers	0	\$200	\$0			Included in Deck Area
Gym (2) 50' x 84' Basketball Courts plus circulation space	14,601	\$150	\$2,190,150			Volleyball, other court marking & equipment included
Make Courts 94' long (+10')	2,308	\$150	\$346,200			
Gym Storage	400	\$200	\$80,000			
Gym Bleachers	0	\$150	\$0			Included in Gym
Mens Lockers	938	\$175	\$164,150			
Womens Lockers	942	\$175	\$164,850			
Family Lockers	1,040	\$175	\$182,000			
Laundry	222	\$150	\$33,300			
Office/Administrative						
Conference/Training Room	0	\$200	\$0			
Executive Office	180	\$200	\$36,000			
Membership Office	160	\$200	\$32,000			
Finance Office	160	\$200	\$32,000			
Open Office	500	\$175	\$87,500			
Mailroom	120	\$200	\$24,000			
Workroom	150	\$200	\$30,000			
Check-In Desk	250	\$200	\$50,000			Adjacent to Offices
Lobby	342	\$200	\$68,400			
Concessions Area in Lobby	159	\$200	\$31,800			
Child Watch	1,200	\$200	\$240,000			
Adult Room	1,200	\$175	\$210,000			Use as Youth Center for Before/After School Programming
Flex/Game Room	1,500	\$175	\$262,500			Use as Youth Center for Before/After School Programming
Restroom	157	\$175	\$27,475			
Storage	185	\$175	\$32,375			
Cardio	2,839	\$125	\$354,875			
Spinning	1,200	\$125	\$150,000			
Spinning Storage	174	\$115	\$20,010			
Multi-Use Exercise Studio	1,296	\$125	\$162,000			
Storage	159	\$115	\$18,285			
Free Weights	3,914	\$125	\$489,250			
Walk/Run Track (above Gym)	5,172	\$125	\$646,500			175M track, 3-lanes at 30" wide
Restrooms	152	\$150	\$22,800			
Subtotal of Program Areas	51,128					
Circulation Allowance	6,588	\$150	\$988,200			
General Mechanical Space Allowance	2,556	\$150	\$383,460			
Custodial Space Allowance	1,023	\$125	\$127,820			
Hampton/Other Adds						
Metal Building(s) Inflation				\$54	\$2,651,323	+300% in past 2 years
Natorium Wood Structure				\$35	\$332,780	
Subtotal of Building Construction Costs	61,295		\$10,507,500			
Difference from v4 Estimate	253					
Other Project Costs:						
Site Utility Costs			\$200,000			Allowance
Parking, sidewalk Costs			\$500,000			Allowance
Landsaping Costs			\$25,000			Allowance
Site Development Costs (grading, etc)			\$300,000			Allowance and could be as high as \$500,000
Outdoor Playgrounds, Fields, etc			TBD			Potential Range: \$75,000 - \$1,000,000
Loose Athletic Equipment	0.5%		\$50,000			Allowance
Workout Equipment	3.0%		\$315,000			Allowance
Furniture	1.5%		\$150,000			Allowance
Design Fees, Testing, Inspections, Permits, etc	12%		\$1,260,900			Allowance
Inflation to Construction Midpoint	10%		\$1,576,125			6 months factored from date of estimate
SUBTOTAL			\$14,884,525			
PROBABLE PROJECT COST					\$17,868,628	
Average \$/SF					\$292	

NOTES:

Estimate assumes pre-engineered building system for structure and shell
Site acquisition costs not included



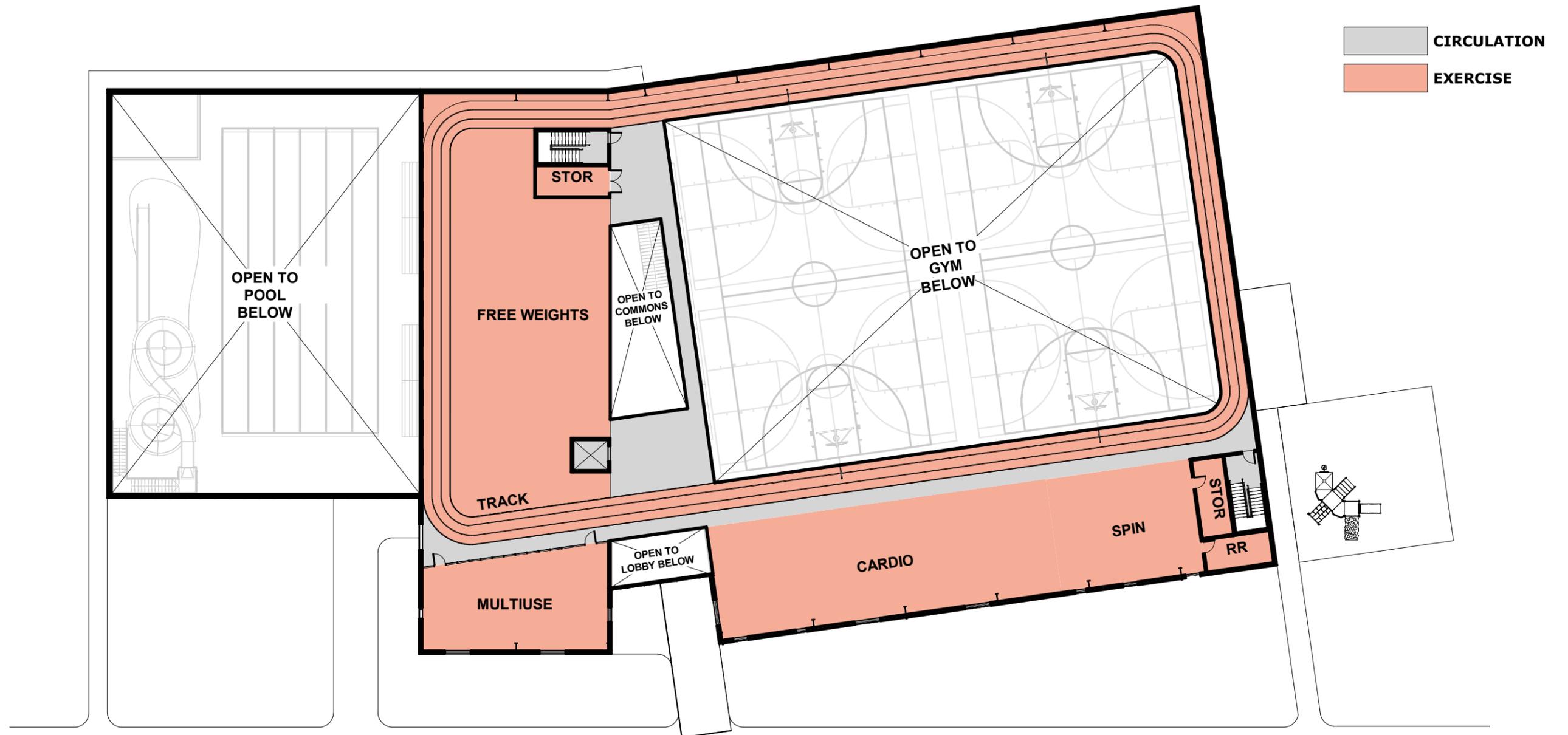


EXHIBIT C: MASTER PLAN DRAWINGS



EXHIBIT C: MASTER PLAN DRAWINGS



EXHIBIT C: MASTER PLAN DRAWINGS



B. Consideration of an Ordinance to Amend the Political Subdivision Construction Alternatives Act

ORDINANCE NO. 2023-4

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 100 PURCHASING AND CONTRACTS, ARTICLE 2; TO REPEAL THE REQUIREMENT TO ISSUE REQUESTS FOR LETTERS OF INTENT AS PART OF THE CONSTRUCTION MANAGEMENT AT RISK PROCEDURES IN CONCURRENCE WITH NEBRASKA STATE STATUTE; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD AS FOLLOWS:

Section 1. That Chapter 100 Article 2, Section 100-2.4(B)(1) of the Municipal Code of the City of Seward is hereby repealed.

SECTION 2. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. WHEN OPERATIVE; PUBLICATION IN PAMPHLET FORM. This ordinance shall be published in pamphlet form and shall be in full force from and after its passage, approval and publication or posting as required by law.

Dated this _____ day of _____, 2023

Dated this 17th day of January, 2023

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
City Clerk

C. Consideration of Issuance of Request for Proposals for Construction-Manager-At-Risk

**City of Seward
Seward Wellness Center
Seward, Nebraska
Request for Proposals**

The City of Seward (“City”) is seeking Proposals from construction managers for a Construction Management at Risk (“CMR”) contract for the Seward Wellness Center (“Project”) to be located northwest of the intersection of Waverly Road and Karol Kay Boulevard. The project is anticipated to be approximately 61,000sf to include a natatorium, gym, offices and accessory spaces. Proposals will be accepted Monday through Friday during regular City Hall hours, except holidays, from January 18, 2023 until 3:00 pm, local time on February 17, 2023. Proposals shall be clearly marked “Request for Proposals - CMR Services – Seward Wellness Center - City of Seward, Nebraska”.

All proposals must be addressed to:

City of Seward
c/o Derek Bargmann Seward City Clerk
537 Main Street
Seward, NE 68434

For further information and the full RFP, please contact Derek Bargmann, City Clerk, 537 Main Street, Seward, NE 68434, (402) 643-2928, or derek.bargmann@cityofsewardne.gov. Information is also available on the City of Seward website at: <http://www.cityofsewardne.gov/bid-document-information/>

D. Consideration of Authorization for the City of Seward to Apply for the Nebraska Department of Economic Development for Application to the Community and Civic Center Financing Fund (CCCCF) Program



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. www.CityofSewardNE.gov

Office of the Mayor

January 11, 2023

Susan Nickerson, CCCFF Coordinator
Nebraska Department of Economic Development
301 Centennial Mall South
PO Box 94666
Lincoln, Ne 68509-4666

RE: Letter of Intent for to Apply for CCCFF – Seward Wellness Center

Dear Ms. Nickerson:

This letter is official notice to the Department of Economic Development that the City of Seward intends to apply for an award through the Community and Civic Center Financing Fund (CCCFF) program. The city is in the process of completing the application for the (2023) program year.

City staff is working with Seward Changing the Game, a Nebraska 501(c)(3) organization, on a capital construction application for a wellness center project. The estimated total project budget is \$18-\$20 million. The City has reviewed the grant maximum schedule and will apply for \$562,000. The City is aware that, if awarded, CCCFF monies cannot account for more than fifty percent of total project costs and has a general accounting system in place to track projected costs.

The city's local contact for this application is:

Derek Bargmann, City Clerk
537 Main Street
PO Box 38
Seward, NE 68434
402-643-2928
derek.bargmann@cityofsewardne.gov

Sincerely,

Joshua Eickmeier
Mayor – City of Seward

10. Consideration of a Claim from Reed Electric, 1191 308th Road, for Property Damage at Money Smarts location, 103 N 6th Street - City Administrator Butcher



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

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

CLAIM FORM

CONTACT INFORMATION

Name: Reed Electric Home Phone: _____
Address: 1191 308th Rd Seward, NE 68434 Business Phone: 402-641-5729
Date & Time of Incident: _____ Cell Phone: _____
Location of Incident: Money Smarts Email: reedelectric.nathan@gmail.com
Type of Incident: Injured Person Property Damage Automobile Accident (Check all that apply)

INJURED PERSON

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

PROPERTY DAMAGE

List Property Damaged: 103 N 16th St Seward NE 68434 (Money Smarts)
Age of damaged property: _____ Estimated cost of repair: _____
How was the property damaged? City shut off main breaker in meter main for fire that was next door. When the breaker was turned on only one phase closed. the building only had 1/2 lights and no heat. Reed Electric was called to diagnose problem and replace faulty breaker.

AUTOMOBILE ACCIDENT

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

INSURANCE INFORMATION

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

ADDITIONAL INFORMATION

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

SIGNATURE OF CLAIMANT: _____ DATE: _____

Invoice

for
Money Smarts INC
130 Cherry Hill Blvd
Lincoln, NE 68510-2640
402-817-3939



P.O. Box 473, 1191 308th Rd
Seward, NE 68434
(402) 641-5729
www.reedelectricinc.com

Invoice No. 2652 Issued on Tue Dec 20, 2022

NOTE: 103 N 6th: No heat 1/2 lights not working, Main breaker in meter stack had gone bad. Replace with new breaker. Check operation.

Qty	Name	Description	Rate	Amount	Tax
1.05	Journeyman	Journeyman	\$100.00	\$105.00	NON
0.38333	Journeyman and apprentice	Journeyman and apprentice	\$120.00	\$46.00	NON
1	MISC ITEM	Connecticut Electric. 2 pole 100amp main breaker	\$267.27	\$267.27	NON

total	\$418.27
amount paid	\$0.00
balance due	\$418.27

reedelectric.nathan@gmail.com
(402) 641-5729

TERMS & CONDITIONS

Due upon receipt
After 30 days 1 1/2% on balance
We accept payment by check, and cash. Please send checks to our main address.

11. Consideration of a Request from City Administration for the Approval of Sale and Consumption of Alcoholic Beverages at the Lied Senior Center for the Employee Annual Awards Banquet - City Administrator Butcher

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

H & H Recreation Inc

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

123 South 4th Street

Retail Liquor License Address or Non-Profit Business Address

CK-118158

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 2/10/2023

Event Start Time(s): 3pm

Event End Time(s): 2am

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Lied Senior Center

Event Street Address/City: 1010 Manor Drive West, Seward

Indoor area to be licensed in length & width: 75 X 100

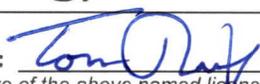
Outdoor area to be licensed in length & width: ____ X ____ (Diagram Form #109 must be attached)

Type of Event: Christmas Party Estimate # of attendees: 100

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tom Rief Event Contact Phone Number: 402-641-5669

Event Contact Email: gobowl_2000@yahoo.com

*Signature Authorized Representative:  Printed Name Tom Rief

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature Date

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 1/17/23

- 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.
- Worked with Water/Wastewater Department on a number of items to assist with the departure of Tim Richtig.
- Continued discussion of contract negotiation with BVH.
- Working on real estate item with Nebraska National Guard Museum to help locate a storage facility.
- Continued to work with potential golf course restaurant tenants.
- Worked with local business looking for temporary space while building is under construction and finalizing items with State Fire Marshall.
- Finalized Handbook Section 4 items with City Clerk and Finance Director.
- Met with City Engineer and SEH for a number of items related to design of new wastewater treatment plant.
- Reviewed website updates with staff.
- Interviewed candidates for the Water/Wastewater Director.
- Reviewed draft Audit with Finance Director.
- Attended the CRA meeting and presented a full review of current active TIF projects and their performance for payoff over 15 TIF period.
- Attended the Civic Center Commission meeting to discuss numerous matters including rules and regulations for use of the facility and plans for renovation and project delivery methods now available.
- Closing on Kayton Development TIF Phases 2, 3, & 4.
- Met with Mayor and BNSF to finalize crossing issues related to the proposed trail project.
- Attended the Seward Changing the Game - Wellness Center Committee meeting.
- Worked with Andrew Willis (City TIF Attorney) on a number of items related to prior projects.
- Met with City staff, Prairie View Developer, and Olsson to discuss matters related to the Prairie View Development and coordinate with the East Seward Street road project.
- Closed on the IHC Project 2 (WCR) TIF.
- Met with Hughes Brothers to review and plans for building on their campus and impacts and path forward as it relates to the levee.
- Interviewed the executive directors of the Beatrice, Holdrege, Lexington, and Gothenberg YMCAs.
- Met with Michael Bash (JEO) and staff to finalize recommendations on the pump house grant design award.

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

Police Department

- Onboard Officer Pilcher.
- Review list of Civil Service PO-I candidates with Derek.
- Holiday Parade Meeting Jan. 9.
- Suicide Prevention Coalition Jan. 10.

City Clerk/Human Resources/City Hall

- Annual Employee Appreciation event will be moved to Feb. 10.
- Reviewing progress of NPPD for City website.

- Reviewing sections 5-7 this week of the Employee Personnel Handbook.
- Onboarded a new employee, Zach Pilcher.

Water/Wastewater Department

- S4 and SW 3 Well electrical controls and SCADA changes next/ongoing until completed.
- Change out pre-filters in units at WTP.
- Change out filters in degasifier, grease motor and gear drive.
- Replace rubber sweeps on clarifiers at WWTP.
- Do weekly well and lift station rounds.

Parks and Rec/Cemetery/Golf/Pool

- Park & Rec meeting on Jan. 9.
- Adam speaking at Rotary Club luncheon Jan. 11.
- Put new flooring in upstairs restrooms at the Golf Course.
- Playground inspections.

Civic Center

- Very light activities this week.
- Ongoing projects/activities: Sprinkler system is back on and working but still needs a head and pipe section replaced when it comes in.
- Erin will be off Friday, Jan. 13, and Jan. 17-24 on vacation. Parttime staff will cover most hours.

Electric Department

- Take down Christmas decorations.
- Trim trees.
- Follow up of ALLO installations.
- Work on Tenneco project, pull in wire.
- Install anchors on E. Seward.

Street Department

- Grind stumps.
- Snow and ice removal as needed.
- Work on signage.
- Remove grindings and put in dirt at stump sites.

Library

- Escape Room tear down this week.
- Advertise for new Library Clerk.
- Work on reorganizing Heritage Room after combining with Genealogy Room items and make room for microfilm reader/cabinet.
- Clean lower-level staff storage room.

Building Inspection/Planning Department

- The January agenda for Planning Commission included the Luebbe-Martin rezone and major subdivision. ROW/easement recourse options for driving on private property.
- Meeting with ALLO and Craig Miers to discuss utility easement.
- Continued review of 2018 codes for updating.
- Inspections and plan reviews.

Engineering

- Storm sewer, construction services contract (City Council approval Jan. 17) for E. Seward Street
- Working on GIS updates: login for David Sestak, schedule department Head interviews, equipment purchase, equipment setup and map w/ addition of developments last 7 years.
- Discuss benefit-cost analysis (BCA) w/ HDR, recommendation for award to HDR, City Council for the Levee Pump Station.
- Review divided plan sets, establish new advertisement, and bid date (2/15/23) for the Water Tower.

- Water and Wastewater Needs Survey.
- WIFIA funding, revise scope, garage dimensions and equipment preselection for the WWTP Upgrade.

Finance Dept.

- Prepare 4th Quarter payroll tax returns, W-2's, 1099's, 1094's and 1095's.

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

1. Strategy Session with City Attorney Regarding Real Estate Interests and Potential
Litigation - City Attorney Hoffschneider

MOTION TO ADJOURN

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

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

Derek Bargmann, City Clerk

Date