



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

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**Tuesday, April 4, 2023**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, April 4, 2023, in the Council Chambers, 142 N 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 the meeting location 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. Claims & Payables Reports

CLAIMS LIST

4-4-23

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.

Action Battery Wholesaler	OP		1,883.25
ADE	RE		229.80
Amazon Business	SU		205.90
ARPS	RE		1,817.00
Bargmann Derek	MI		155.03
Blackburn Manufacturing C	MA		596.36
Blue Cross Blue Shield Ne	BE		65,864.67
Blue River Electric LLC	BU		2,879.00
Bridgestone Golf	MH		1,915.63
Callaway Golf	MH		1,214.44
Campbell Cleaning	SE		1,055.00
Capital Business-Dallas	MA		640.94
Cash-Wa Distributing Co	SU		607.54
Chase Card Service			10,708.04
Amazon	SU	1,661.60	
Antea UstopTrain	TG	300.00	
Constant Contact	SE	20.00	
Dragon Palace	ML	154.69	
Emergency Solutions	MS	166.02	
ForeUp	SE	1,454.60	
The Fort	UN	1,095.43	
Grainger	SU	110.59	
GunMagWarehouse	SU	133.95	
Holiday Inn	TG	530.40	
Home Depot	SU	1,517.62	
Joann Stores	GU	254.40	
Microsoft	MS	239.46	
Nebraska Rur	TG	350.00	
Ram Mounts	EQ	304.00	
Sam's Club	SU	913.54	
Smart Sign	GU	553.76	
Sparetime	ML	123.50	
TracFone	OP	34.50	
Univ of NE Regist	TG	95.00	
USPS	PO	58.15	
Valentino's	ML	111.16	
Walmart	SU	508.48	
Zoom	MS	17.19	
City Seward Buildings/Gr	OP		3,000.00

City Seward Library Petty	PO	96.48
City Seward Payroll Accou	SA	177,386.98
D & K Products	SU	389.20
Electric Pump	RE	3,558.00
Emergency Medical Product	EQ	139.09
Fairplay Corp	RE	750.00
Farmers Coop Seward	GS	543.53
Fastenal Company	SU	683.90
Fedex Freight	MH	177.00
First Wireless Inc	EQ	9,055.60
Fyr-Tek	EQ	1,096.25
Gehring Construction	CI	57,320.20
Gerhold Concrete Co Inc	SU	310.00
Goldsmith Katrina	OP	90.00
Griswold Industries	SU	9,357.78
H & S Plumbing & Heating	BU	30.03
Hach Company	SU	912.00
Hireright LLC	SE	36.75
Hobson Automotive & Tire	RE	84.00
Hoffschneider Law PC LLO	SE	4,750.00
Home Depot Pro	SU	169.10
Husker Electric Supply Co	SU	653.93
Hydraulic Equipment	RE	8.84
Jeo Consulting Group	FA	9,212.50
Johnson Bryce C	MI	34.06
Jones Bank	MC	130.02
Last Mile Network Consult	IT	75.30
Lincoln Winwater Works	RE	1,233.48
Lynn Peavey Co	SU	144.81
Mailand'S Clothing	UN	10.00
Matheson Tri-Gas Inc	OP	121.84
Mid-American Benefits Inc	BE	2,669.25
Midwest Auto Parts	RE	244.14
Midwest Electric Transfor	CI	172,787.28
Midwest Petroleum Equip	RE	380.93
Miller & Associates	CI	1,181.25
Miller Seed Co	GU	84.96
Nebraska D A S Acct Ocio	MA	245.00
Nebraska Equipment Inc	RE	26.28
Nebraska Health Lab	MA	222.00
Nextlink	SE	100.00
Norris Public Power Distr	UT	1,202.74
Olsson	CI	23,051.50
One Billing Solutions LLC	SE	1,269.91
O'Reilly Automotive Inc	OI	354.82
Orscheln Farm & Home	SU	683.56
Prestige Flag	GU	570.32
Principal Financial Group	BE	2,480.53
Quality Brands Of Lincoln	SU	137.40
Quill Corp	SU	403.96

Sapp Brothers Petroleum I	GS	11,147.46
Seward County Chamber & D	MC	855.00
Seward Electronics	EQ	23.97
Short Elliott Hendrickson	CI	67,293.32
Sparetime Lounge & Grill	ML	419.25
Spickelmier & Son Inc	SU	5,090.00
State Distributing Co	SU	129.65
Suhr & Lichty Insurance A	MS	25,007.00
Summit Fire Protection	EQ	41.26
Time Warner/Spectrum	SE	812.52
Total Tool Supply Inc	TO	1,264.16
Ty'S Outdoor Power & Serv	RE	238.84
U S A Bluebook - Cust 812	OP	505.36
U S Cellular	SE	212.96
Verizon Wireless	SE	431.69
Wesco Distribution Inc	CI	7,746.45
	CLAIMS TOTAL	\$700,647.99

2. Draft Minutes of March 21, 2023, City Council Meeting

**March 21, 2023**

The Seward City Council met at 7:01 p.m. on Tuesday, March 21, 2023, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, John Singleton, Tatum Tonniges, Matt Stryson, Rich Wergin. Councilmembers Absent: Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Building/Zoning & Code Enf. Director Tim Dworak, Street Superintendent Bob Miers, City Engineer Mike Oneby, and Chief of Police Brian Peters.

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 Singleton, seconded by Councilmember Stryson.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$980,394.27)
4. Police Department Report
5. Draft Minutes of March 7, 2023, Council Meeting

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

**PUBLIC HEARINGS**

**1. CONSIDERATION OF A SPECIAL USE PERMIT FOR AN APPLICANT LOCATED AT 1416 EASTRIDGE AVENUE TO ALLOW AN IN-HOME PRESCHOOL FOR MORE THAN SIX PERSONS**

Building/Zoning & Code Enforcement Director Dworak indicated the applicant needed to obtain a special permit due to the zoning restrictions (R1) of the proposed business address. Further, he noted the applicant will meet off-street parking requirements, outside square footage and fencing, and indoor square footage to comply with Code for business type. The permit will be issued to the applicant and not to the address. The Planning Commission considered her application at their March 13<sup>th</sup> meeting and approved unanimously.

Mayor Eickmeier opened the public hearing at 7:05 p.m. and closed at 7:10 p.m. The following persons spoke in favor of granting the special use permit:

- Stacey Piskorski, applicant
- Jonathan Jank, President & CEO of Seward County Chamber & Development Partnership

Councilmember Miller moved, seconded by Councilmember Wergin to approve the special use permit to be issued to Stacey Piskorski of 1416 Eastridge Avenue as presented.

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

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF A REQUEST FROM THE SEWARD ARTS COUNCIL FOR APPROVAL OF SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE SEWARD BANDSHELL FOR 'SECOND SATURDAY ART CONNECTIONS' SERIES DURING SUMMER 2023**

Alison Koch, Vice President of the Seward Arts Council, indicated the group is looking to add family friendly arts entertainment to the City. The proposed event series will include alcoholic drink vendors to serve at the bandshell; therefore, the group is seeking permission to allow on City property.

Councilmember Singleton moved, seconded by Councilmember Kolterman to allow permission for sale and consumption of alcoholic beverages at the Seward bandshell during the 'Second Saturday Art Connections' series.

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

**2. CONSIDERATION OF A VOLUNTARY ANNEXATION OF PART OF LOT 1, BLOCK 5, PRAIRIE VIEW ADDITION AND A PORTION OF SUNFLOWER AVENUE (FINAL READING)**

The title was read by the Mayor for a third time. Councilmember Kolterman moved, seconded by

March 21, 2023

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. 2023-6**, AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY A PART OF LOT 1, BLOCK 5, PRAIRIE VIEW ADDITION, AND A PART OF SUNFLOWER AVENUE TO THE CITY OF SEWARD, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

3. CONSIDERATION OF AN ORDINANCE AMENDING SEWARD MUNICIPAL CODE, CHAPTER 364: TREES, ARTICLE 1: PLANTING AND MAINTENANCE REGULATIONS, SECTION 3: DISTANCE FROM UTILITY LINES AND FIRE HYDRANTS

City Engineer Oneby noted the change in the City Code will allow for the expansion of the street trees program to include areas further away from the back of the curb to be eligible for the re-leaf program. This recommendation came from the Tree Board and was approved unanimously. City Administrator Butcher reminded that any re-leaf trees within the City right-of-way are the City's maintenance responsibility and that re-leaf trees not in the right-of-way are the responsibility of the property owner to maintain.

Councilmember Wergin introduced Ordinance No. 2023-8. Councilmember Miller moved, seconded by Councilmember Kahler to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Tonniges, 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. 2023-8**, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 364 TREES, ARTICLE 1 PLANTING AND MAINTENANCE REGULATIONS, SECTION 3 DISTANCE FROM UTILITY LINES AND FIRE HYDRANTS; TO ADJUST THE REQUIREMENTS FOR PLANTING OF TREES; 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: Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.  
Nay: None. Absent: Wilken. Motion carried.

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

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

4. CONSIDERATION OF HISTORIC COURTHOUSE DOWNTOWN SIGNAGE

Mayor Eickmeier denoted the topic of historic courthouse district signage had long been discussed, but little had been formally done to promote it. Jonathan Jank, President and CEO, of the Seward County Chamber & Development Partnership delivered a PowerPoint presentation addressing the proposed signage. Included in the proposal would be signage denoting entry into the downtown historic district on the north, south, east and west entrances; replacement of street signs within the district to include blue color and logo; historic marker on the southeast corner of the courthouse; and possible wayfinding signage on the northeast corner the courthouse. The costs to fund the project would include City monies to replace the street signage and private fundraising to purchase the other elements. Mr. Jank indicated downtown signage was included in the 2017 downtown revitalization plan. Gary Rolf, President of the First Impressions Committee, noted that pedestrian safety will be improved by the construction of bump-outs on the northwest corner of the courthouse and suggested Council consider lowering the speed limit through the district.

This was a discussion item only, so no action was taken. Mr. Jank intends to return to Council with an updated proposal as the project becomes finalized and ask for formal Council action to designate monies for signage.

**March 21, 2023**

**5. CONSIDERATION OF AN AGREEMENT WITH THE SCHEMMER ASSOCIATES FOR PRELIMINARY AND FINAL DESIGN SERVICES FOR THE 6<sup>TH</sup> STREET – ASH STREET TO LINCOLN STREET WATER MAIN REPLACEMENT PROJECT**

City Engineer Oneby specified the project is planned to coincide with the Highway 15 construction project. The expected construction budget is \$1.4 million with an expected completion date of April 2024.

Councilmember Stryson moved, seconded by Councilmember Kolterman to approve the professional services agreement with The Schemmer Associates for the water main replacement project as presented.

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

Nay: None. Absent: Wilken. Motion carried.

**6. RECOMMEND ELIZABETH SCHERBARTH OF WALMART #885, 1326 280<sup>TH</sup>, RETAIL CLASS D LIQUOR LICENSE**

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve the recommendation of Elizabeth Scherbarth as manager of Walmart #885 as presented.

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

Nay: None. Absent: Wilken. Motion carried.

**7. UPDATE ON THE WELLNESS CENTER**

City Administrator Greg Butcher updated that the Committee had recently completed an outdoor schematic design of the building and that platting of land will occur soon. Additionally, Sampson Construction is expected to provide a cost estimate in May. Finally, Executive Director applications are currently under review.

This was a project update; therefore, no Council action was taken.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Stryson moved, seconded by Councilmember Wergin, that City Administrator Butcher's report of March 21, 2023, be accepted.

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

Nay: None. Absent: Wilken. Motion carried.

**UPCOMING EVENTS**

April 15<sup>th</sup> – Seward County Clean-up Day

**MOTION TO ADJOURN**

Councilmember Singleton moved, seconded by Councilmember Wergin, that the March 21, 2023, City Council Meeting be adjourned.

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

Nay: None. Absent: Wilken. Motion carried.

Adjourned approximately 8:26 p.m.

THE CITY OF SEWARD, NEBRASKA

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

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

**ADMINISTRATIVE ITEMS**

1. Seward Foundation Applications:

- A. Seward Blue River Historical District - Seward County Log Cabin - \$25,000  
Requested (Pat Coldiron)

**All or any  
Who want  
More  
Information  
Or want to  
Join the  
Crew just  
Contact us!**

**Learn From The  
Past  
To  
Enrich the  
Present**



**Seward County  
Log Cabin**

**Restoration &  
Preservation  
Project**



**The Seward Blue River  
Historical District  
East of Hwy 15  
On Isaac Walton Rd.**



**This Historical  
Preservation Project is  
Made possible by  
Clark & Diane Krieser  
and  
John & Janice Heath**

**This project is so  
important as it gives us all  
another tool to maintain  
and share our history with  
the next generations. We  
are grateful that John and  
Janice and Clark and  
Diane support this project  
for our community.**

This Project has been designated a 501-c-3 under The Seward Historical Blue River District. (This makes any donation Tax Deductible)

The costs expected to be incurred in the budget include several thousand for moving the building, laying a concrete foundation, putting a roof on the cabin, and making all the necessary repairs.



We welcome all assistance either monetary or hands-on work with this project.

Thank you John & Janice Heath for donating the land for the log cabin which will benefit everyone in the community! Visions for the project include:

1. Educational opportunities in the actual cabin.
2. Information center and exhibit space adjoining building.
3. A Historical marker.
4. A Memorial Garden
5. A Pollinator Garden
6. A Turtle Pond
7. A Picnic Area
8. A Community Garden

Thank you for those who are committed to this project. The Board of Directors for the Seward Historical Blue River District include: Duff Campbell, Steve & Sharon Hambek, Ed & Carol Zak, Gary Rolf, and Pat Coldiron. There are also many great volunteers involved with this project. Feel free to contact Duff Campbell @ 402-641-8893 or Pat Coldiron @402-643-2555.



## Grant Request Form

Name of Project: Seward Blue River Historical District      Contact Name: Pat Coldiron

Address: 441 N 5th St.

Phone: (402) 643-2555

City: Seward

State: NE

Zip Code: 68434

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

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

Our group was formed in response to a request from a Seward County resident to help find a  
location in or near Seward for a historical log cabin located on their farm. This is how the "  
Seward County Log Cabin Restoration & Preservation Project" came to be. We researched for  
several years to find a location that would serve the community and were so thankful when John  
and Janice Heath felt that their 5 acres on Isaack Walton road would be a perfect setting for this  
project. We then received a 501 c 3 status under the name Seward Blue River Historical District.

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

The log cabin was built in 1868 (we have documentation). It will take much work to restore, but  
the majority of the oak logs are still intact because they were covered in wood siding. This will be  
an amazing tool and artifact that will be accessible and visible to our local residents and visitors,  
ideally located near Hwy 15 as people enter Seward. It will also be available to our students as  
they study Nebraska History and to any other groups and families with an interest. Included in  
the gift of land is the red metal building that will offer a location for exhibits and tourism  
information about our area. We had the land surveyed and the red building and the adjacent spot  
just near the corner of the building are above the flood plain. A private entity is erecting a  
Historical Marker.

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

**TOTAL PROJECT COST:**

<b>SOURCES OF FUNDS</b>	<b>USE OF FUNDS</b>
Private	Surveying, Insurance, Fees \$1,200
Private	Structure
Private	Land \$40,000
Private	Historical Marker Fees/Construction \$6,500
Donations	Construction/Preparation
Fundraising	Estimated Total Budget of \$125,000 not including above

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

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

The volunteer board of directors has made a commitment towards the completion and maintenance of this project. We are planning on ultimately offering this site to the community.

How did you arrive at the budget figures?

We have researched and received estimates from suitable contractors available for this type of project. We are asking \$25,000 for the basics: The concrete foundation and the moving of the cabin, and will move forward with various fundraising and volunteer efforts. (We are submitting the total budget along with this application.

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

Yes, this grant would enable us to literally lay the foundation for this project and allow us to move forward while we continue to fundraise and work on the site.

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

We are also participating in the Seward Community Gives project. We are not able to estimate the funding available through this activity.

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

No

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

Once started we are committed to moving forward, as so much has been invested up to this point. We will continue with ongoing fundraising efforts and community involvement. It has been amazing how many people have volunteered in these early stages.

Other Information:

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

This is a new project.

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

Clark & Diane Krieser, John & Janice Heath, Duff Campbell, Pat Coldiron, Steve & Sharon Hambek, Ed & Carol Zak and Gary Rolf.

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

We will be monitored by the City of Seward, and have consulted with the Nebraska Game & Parks commission as well as with the NRD.

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

It is ready to commence at the earliest possible date.

[PRINT FORM](#)

[SUBMIT FORM](#)

## **(Rough) Cost Estimates**

### **Initial Costs**

<b>Move Cabin /Foundation</b>	<b>\$15,000</b>
<b>Build/Rebuild/Refurbish</b> (cabin/roof/floor/chinking/windows, etc)	<b>\$10,000</b>
<b>Land-leveling/Dirtwork/Lane re-furbish</b>	<b>\$ 5,000</b>
<b>Lane &amp; Circle Drive</b> (grading/rock, gravel, culverts,etc.)	<b>\$ 5,000</b>
<b>Fencing</b>	<b>\$ 2,500</b>
<b>Pond refurbish</b>	<b>\$ 1,000</b>
<b>Trees/bushes/flowers</b>	<b>\$ 2,500</b>
<b>Walkways</b>	<b>\$ 1,500</b>
<b>Metal building refurbish</b>	<b>\$15,000</b>
<b>Concrete</b>	<b>\$10,000</b>
<b>Restrooms</b>	<b>\$10,000</b>
<b>Insulation/HVAC/Fans</b>	<b>\$25,000</b>
<b>Tables/Chairs/Displays</b>	<b>\$ 5,000</b>
<b>Playground area</b>	<b>\$ 2,500</b>
<b>Utilities /Security/Cameras/Wifi (?)</b>	<b>\$ 3,000</b>
<b>Signage</b>	<b>\$ 2,000</b>
<b>Miscellaneous/Unknown</b>	<b><u>\$10,000</u></b>
<b>Total</b>	<b>\$125,000</b>

### **Ongoing Costs (Annual)**

<b>Utilities/Supplies/Taxes/Fees/Insurance/Legal/Accounting</b>	
<b>Upkeep/Maintenance</b>	<b>\$ 15,000</b>

B. Seward Memorial Library - The Story Continues - \$5,000 Requested (Becky Baker)



## Grant Request Form

Name of Project:

Contact Name:

Address:

Phone:

City:

State:

Zip Code:

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

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

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

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

**TOTAL PROJECT COST:**

<b>SOURCES OF FUNDS</b>	<b>USE OF FUNDS</b>

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

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

How did you arrive at the budget figures?

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

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

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

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

#### Other Information:

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

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

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

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

**Seward Foundation Grant  
“The Story Continues”  
Additional Information**

This remodeling project has been publicized in the Seward County Independent in December 2022 as well as in their Progress supplement in early 2023. The Seward Memorial Library continues to promote this in their monthly newsletter as well as with signage in the library. The Seward Library Foundation website includes information about the remodel, and members of this group or library staff are available to address civic groups about the project as well.

When the library was built in 2003, technology was such that the computer lab was overwhelming used. A waiting list of patrons wanting to use the lab, especially right after school, existed daily. It was amazing to see. Twenty years later, technology has changed so much that the room is hardly used at all. Patrons still use the library, but bring in their own devices to connect to our wireless internet. Consideration of what the computer lab space could become led staff to a space-needs evaluation of the entire library.

To best fill the technology needs of all patrons who come in to the library, we will offer laptops or desktops to library account holders and desktops to others who need access to the internet or use computers for other reasons, but a room dedicated to this purpose is longer needed. The original computer lab will become an administrative space, housing work areas for both the Library Director and Assistant Library Director as well as collaborative staff work space and improved supply storage for better inventory control.

The desktops for the public will be on study carrels in an area now occupied by two small shelf ranges of non-fiction titles close to the circulation desk. This will allow for easy staff supervision of the area, and will be close when patrons need assistance. The non-fiction collection will be housed in fewer shelving units due in part to the opening up of the bottom shelves that formerly were used for past issues of magazines the library no longer keeps. The laptops will be for library card holder use only, and can be taken anywhere in the building. Wireless printing will be available to all users of library computers.

The two small shelf ranges will be moved to the lower level for more fiction shelving, which is needed. They will be located where mobile shelving for yard games are now found.

The former office of the Library Director will become the space for our Library of Things, allowing for better display and supervision of our very popular collection of yard games, cake pans, tools, fitness equipment, and other non-book items.

Half of the current lower level library storage room will become the Used Book Nook, so that patrons can more easily browse the items for sale that have been donated to or pulled from the library's collection.

The space that currently houses the Used Book Nook will become two additional study rooms. The two study rooms the library currently offers are used far more than anticipated and we want to expand what we have for those who need this quiet space.

Finally, the resources of the Genealogy Room will once again be combined with those of the Heritage Room upstairs. Ever since the Seward Library Foundation digitized the county's newspapers for online posting, the in-person use of the Genealogy Room has declined. The lower level area that housed the Genealogy Room will become another small meeting room that staff hopes will also house some small technology equipment, such as a magnifier reader, a scanner, and other items requested by patrons. Library staff has found that providing space for our patrons to gather is a vital need we can meet.

Adjusting room use like this requires the construction of walls, installation of one new door, ensuring that the HVAC and lighting systems are all in place, etc. That is the reason for the construction costs. The furniture purchase will be limited to a new desk for the Assistant Library Director as well as some shelves for the new Administration Area. The remaining rooms will all use existing furniture.

All of these moves end up benefiting those who use our library, both citizens and visitors. All will have more comfortable ways to use computers, to browse for used books, or to reserve space for meetings or quiet studying. Patrons will be able to more easily find the yard games or other equipment they would like to check out. Collaborative work by staff will be encouraged to a greater degree, and keeping tabs on supplies such as book jackets will be better coordinated.

Seward Foundation Grant - The Story Continues  
 Project Budget Projections

Expenses		Vendor	
Construction		\$69,083.00	Sampson Construction
Shelf reinstallation		\$3,450.00	Midwest Storage Solutions
Laptop purchase		\$1,275.00	TechSoup
Furniture purchase		\$2,500.00	Bush Furniture
Architect fee		\$3,000.00	Clark & Enersen
Total est cost		\$79,308.00	

Library and City staff will be responsible for moving all of the books and existing furniture that r that needs it, for clean-up as needed, etc.

Paid by

Seward Library Foundation, Seward Foundation, Seward County Gives, Friends of Seward Library, Seward Memorial Library budget
Seward Foundation
Seward Memorial Library budget
Seward Foundation
Seward Library Foundation, already paid

need moved, for assembling furniture

2. Consideration of Recommendation to Award the Following Three Firms for Items related to the South Water Tower Construction Project - City Engineer Oneby



March 29, 2023

City of Seward, NE  
Attn: Mr. Greg Butcher  
PO Box 38  
537 Main Street  
Seward, NE 68434-0038

Re: 500,000-Gallon Water Tower  
Seward, Nebraska - 2022  
Olsson Project 019-31800

Dear Mr. Butcher:

Olsson has developed Engineer's Opinion of Probable Costs (OPC) for the three projects associated with the new water tower. The OPCs are calculated based upon numbers from recently bid projects, information from contractors, and the Means Estimating Guide.

The Engineer's Opinion of Probable Cost for the above-referenced projects are as follows:

- Project 1: 500,000-Gallon Elevated Water Storage Tank: **\$3,300,000.00.**
- Project 2: Utilities and Site Work: **\$525,000.00**
- Project 3: Existing Tank Demolition: **\$50,000.00**

Sincerely,

A handwritten signature in green ink, appearing to read "Owen Killham". The signature is fluid and cursive.

Owen Killham, PE

cc: Michael Oneby, Brandon Koll



March 30, 2023

City of Seward  
Attn: Mr. Greg Butcher  
537 Main Street  
Seward, Nebraska 68434

Re: 500,000-Gallon Water Tower  
Seward, Nebraska - 2023  
Olsson Project 019-3180

Mr. Butcher,

Bids for the above referenced project were received and opened on March 29, 2023 at 3:00 PM. The overall water tower project was split into three projects described as follows:

- 500,000-Gallon Water Tower
- 200,000-Gallon Tank Demolition
- Utilities and Site Work

A single bid was received for each project, a total of three bids. After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidders as follows:

- 500,000-Gallon Water Tower: Maguire Iron, Inc. in the contract amount of \$3,087,600.00 for the Base Bid
  - Alternate Bid A, which includes the application of a logo on the water tower, was \$100,000.00. This item may be awarded at the City's discretion.
- 200,000-Gallon Tank Demolition: Iseler Demolition in the contract amount of \$149,300.00
- Utilities and Site Work: General Excavating in the contract amount of \$696,785.00

The total amount of all three contracts is \$3,933,685.00. For reference, the Engineer's Opinion of Probable Cost was a total of \$3,875,000.00 for all three projects.

Upon your approval, we will commence with the processing of the contract for the project.

Please do not hesitate to call with any questions, comments, or if any further information or documentation is required.

Sincerely,

A handwritten signature in blue ink that reads "Owen Killham". The signature is written in a cursive, flowing style.

Owen Killham, PE

cc: Michael Oneby, Brandon Koll

F:\2019\3001-3500\019-3180\20-Management\Communication\23.3.3\_Recommendation of Award.docx

**BID TABULATION**

29-Mar-23 Project: 019-3180

**500,000 GALLON WATER TOWER**

SEWARD, NEBRASKA

Item No.	CONTRACTOR			MAGUIRE IRON
	ITEM			
Item No.	Description	Unit	Quantity	Bid Amount
1	500,000 GALLON WATER TOWER W/BLOCK LETTERING	LS	1	\$ 3,087,600.00
2	ALTERNATE BID - FLAG LOGO	LS	1	\$ 100,000.00
<b>Total Base Bid Price:</b>				
	\$3,087,600.00			
<b>Total Base Bid Price w/Alternate:</b>				
	\$3,187,600.00			
<b>Substantially Complete on or Before:</b>		6/1/2024		
<b>Complete and Ready for Final Payment On or Before:</b>		8/1/2024		
<b>SRF Documents:</b>	X			
<b>Bid Guarantee:</b>	5%			

**BID TABULATION**

29-Mar-23 Project: 019-3180

**200,000 GALLON WATER TOWER DEMOLITION**

SEWARD, NEBRASKA

	CONTRACTOR		ISELER DEMOLITION
	ITEM		
Item No.	Description	Unit	Bid Amount
1	200,000 GALLON TANK DEMOLITION	LS	\$ 149,300.00
			\$ 149,300.00
<b>Total Bid Price:</b>	\$149,300.00		
<b>Substantially Complete on or Before:</b>	6/1/2024		
<b>Complete and Ready for Final Payment On or Before:</b>	8/1/2024		
<b>SRF Documents:</b>	X		
<b>Bid Guarantee:</b>	5%		
<b>Remarks:</b>			

**BID TABULATION**

**29-Mar-23 Project: 019-3180**

**500,000 GALLON WATER TOWER UTILITIES AND SITE  
SEWARD, NEBRASKA**

Item No.	CONTRACTOR			GENERAL EXCAVATING	
	Description	Unit	Estimated Quantity	Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	\$ 48,000.00	\$ 48,000.00
2	Clearing and Grubbing	LS	1	\$ 28,500.00	\$ 28,500.00
3	Concrete Pad	SF	4	\$ 660.00	\$ 660.00
4	Concrete Curb, 8" x 18", Utility Area	LF	99	\$ 3,267.00	\$ 3,267.00
5	Pavement, Concrete Alley, 8" Thick	SY	437	\$ 32,338.00	\$ 32,338.00
6	Sidewalk, Concrete, 4" Thick	SF	3,706	\$ 63,002.00	\$ 63,002.00
7	Pavement, Concrete Access Drive, 8" Thick	SY	67	\$ 8,777.00	\$ 8,777.00
8	Paving, Asphalt, Parking Lot, 8" Thick	SY	507	\$ 43,095.00	\$ 43,095.00
9	Pavement, Concrete Street, 8" Thick	SY	226	\$ 17,402.00	\$ 17,402.00
10	Site Grading	CY	595	\$ 26,180.00	\$ 26,180.00
11	Bollard	EA	4	\$ 6,132.00	\$ 6,132.00
12	Install Detectable Warning Panel	EA	11	\$ 4,840.00	\$ 4,840.00
13	Water Main, 12-inch, HDD	LF	285	\$ 56,715.00	\$ 56,715.00
14	Tee, 12-inch x 6-inch, MJ	EA	3	\$ 8,175.00	\$ 8,175.00
15	Tee, 12-inch x 12-inch, MJ	EA	1	\$ 3,321.00	\$ 3,321.00
16	Gate Valve, w/Box, 12-inch	EA	3	\$ 23,085.00	\$ 23,085.00
17	Gate Valve, w/Box, 10-inch	EA	1	\$ 6,500.00	\$ 6,500.00
18	Wet Cut-In	EA	3	\$ 17,154.00	\$ 17,154.00
19	Reducer, 8-inch x 6-inch, MJ	EA	1	\$ 863.00	\$ 863.00
20	Reducer, 10-inch x 8-inch, MJ	EA	1	\$ 1,274.00	\$ 1,274.00
21	Gate Valve, w/Box, 8-inch	EA	1	\$ 4,546.00	\$ 4,546.00
22	Tee, 10-inch, MJ	EA	2	\$ 6,558.00	\$ 6,558.00
23	Plug, 10-inch, MJ	EA	2	\$ 2,084.00	\$ 2,084.00
24	Plug, 12-inch, MJ	EA	1	\$ 1,370.00	\$ 1,370.00
25	Reconnect Water Service	EA	3	\$ 13,731.00	\$ 13,731.00
26	Reducer, 12-inch x 8-inch, MJ	EA	1	\$ 1,395.00	\$ 1,395.00

27	Hydrant Assembly, Complete	EA	3	\$ 33,009.00	\$ 33,009.00
28	Tapping Tee, 12-inch	EA	1	\$ 16,344.00	\$ 16,344.00
29	Water Main, Open Cut, 12-inch	LF	36	\$ 7,488.00	\$ 7,488.00
30	Storm Sewer, 15-inch PVC	LF	166	\$ 29,050.00	\$ 29,050.00
31	Remove and Replace Existing Storm Sewer (7' pieces)	LF	14	\$ 6,678.00	\$ 6,678.00
32	Inlet, Area, 24" x 24"	EA	1	\$ 16,106.00	\$ 16,106.00
33	Inlet, Curb, 48"	EA	2	\$ 25,250.00	\$ 25,250.00
34	Removal, Sidewalk	SF	1,369	\$ 6,845.00	\$ 6,845.00
35	Removal, Concrete Curb and Gutter	LF	185	\$ 2,220.00	\$ 2,220.00
36	Removal, Concrete Street Pavement	SY	317	\$ 7,291.00	\$ 7,291.00
37	Removal, Brick Street	SY	39	\$ 1,365.00	\$ 1,365.00
38	Removal, Aggregate Fill	SY	26	\$ 312.00	\$ 312.00
39	Remove Existing Hydrant	EA	1	\$ 699.00	\$ 699.00
40	Electrical Services	LS	1	\$ 9,500.00	\$ 95,700.00
41	Abandon Water Main	LS	1	\$ 1,164.00	\$ 1,164.00
42	Water Tower Site Sodding (Allowance #1)	LS	1	\$ 6,300.00	\$ 6,300.00
43	Sprinkler System Installation (Allowance #2)	LS	1	\$ 12,000.00	\$ 12,000.00
					\$ 696,785.00
<b>Total Bid Price:</b>	\$ 696,785.00				
<b>Substantially Complete on On or Before:</b>	6/1/2024				
<b>Complete and Ready for Final Payment On or Before:</b>	8/1/2024				
<b>SRF Documents:</b>	X				
<b>Bid Guarantee:</b>	5%				
<b>Remarks:</b>					



**Office of the City Engineer**  
 147 North 7<sup>th</sup> Street  
 Seward, NE 68434  
 (402) 643-2928 x203

# Memo

**To:** Greg Butcher, City Administrator

**From:** Mike Oneby, P.E., City Engineer

**cc:** Derek Bargmann, City Clerk  
 Brandon Koll, Water/Wastewater Director

**Date:** March 31, 2022

**Re:** Award of 500,000-gal Water Tower

The City advertised for bids to construct (a) a new 500,000-gal water tower, (b) utilities and site work that support the new site, and (c) demolition of the existing 1941 water tower once the new tower has been commissioned. The City hosted a public bid opening on November 18, 2022 at 3:00 PM at City Hall, overseen by City Clerk Derek Bargmann. No bids were received. After splitting the project into three, segregating (a) the water tower from (b) the utility and site work and (c) demolition of the existing water tower, the City re-bid the project. The City hosted a public bid opening on March 29, 2023 at 3:00 PM at City Hall, overseen by City Clerk Derek Bargmann. Three bids were received, one per project. The bid totals are listed in the table below along with the Engineer's Opinion of Probable Construction Cost (OPCC).

### Project 1: 500,000-gal Water Tower

No.	Bidder	Submittal Date/Time	Lump Sum Amount [\$]	OPCC <sup>1</sup> [\$]	Deviation from OPCC [%]
1.	Maguire Iron, Inc., Sioux Falls, SD	10:15 AM 3/29/23	3,087,600.00	3,300,000.00	- 6.4%

Note 1: Opinion of Probable Construction Cost

### Project 2: Utilities and Site Work

No.	Bidder	Submittal Date/Time	Total Amount All Bid Items [\$]	OPCC [\$]	Deviation from OPCC [%]
1.	General Excavating, Lincoln, NE	2:47 PM 3/29/23	696,785.00	525,000.00	+ 33%

### Project 3: Demolition of 200,000-gal ca. 1941 Water Tower

No.	Bidder	Submittal Date/Time	Lump Sum Amount [\$]	OPCC [\$]	Deviation from OPCC [%]
1.	Iseler Demolition, Inc., Romeo, MI	10:16 AM 3/28/23	149,300.00	50,000.00	+ 199%

The project's engineer (Olsson) reviewed all three bids, and recommended the following:

- Award of 500,000-gal Water Tower to Maguire Iron in the amount of \$3,087,600.
- At the City's discretion, award Bid Alternate Item A to Maguire Iron in the amount of \$100,000.
- Award of Utilities and Site Work to General Excavating in the amount of \$696,785.
- Award of 200,000-gal Tank Demolition to Iseler Demolition in the amount of \$149,300.

After reviewing all three bids, the City Engineer concurs with the Engineer in recommending award to Maguire Iron, General Excavating, and Iseler Demolition as described above. Additionally, the City Engineer recommends accepting the Alternate Bid Item from Maguire Iron in the amount of \$100,000 for a graphical design applied to the tank exterior in durable epoxy paint. The total amount recommended for approval is \$4,033,685.

- A. 200,000-Gallon Tank Demolition - Iseler Demolition in the Amount of \$149,300.00
  - B. Utilities and Site Work - General Excavating in the Amount of \$696,785.00
  - C. 500,000-Gallon Water Tower Construction - Maguire Iron, Inc. in the Base Bid Amount of \$3,087,600.00
3. Consideration of a Resolution Designating City Items as Surplus - City Clerk Bargmann

RESOLUTION NO. 2023-2

WHEREAS, the City of Seward, Nebraska has the authority to sell personal property owned by the City; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or more, the City Council shall declare said property as surplus property and approve its disposal; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or less, a listing of said property shall be posted; and

WHEREAS, the Governing Body determines that the City Administrator should act and that items should be sold and disposed of by the City of Seward; and

WHEREAS, the City of Seward, Nebraska has the following described property:

City of Seward - Surplus Property Items:

- 1975 Snow Co Low Wheel Tilt Trailer
- 2003 Dodge Dakota 4x4. Comes with Hiniker snow plow. (128,961 miles)
- (70) Various Seward baseball jerseys. Sizes Adult S-XXL. Price: \$1/unit.
- (160) Demco Brand White Magazine Storage Box. Price: \$0.25/unit.
- (44) Demco Brand Gray Magazine Storage Box. Price: \$0.25/unit.
- (20) Plastic Bookend. Price: \$0.25 per item.
- (8) Brunswick Plastic Desk Chair - 2/ea yellow, red, green, blue. Price \$5/unit.
- (8) Metal Office Organizer. Price: \$0.25/unit.
- (7) Slidebar Report Covers - 3 Pack. Price: \$0.25 per item.
- (4) Zep Heavy-Duty Floor Stripper Concentrate. One Gallon size. Price \$2/unit.
- (4) Plastic Office Organizer. Price: \$0.25/unit.
- (2) Orange Lounge Chair and (1) matching Ottoman
- (2) Sterilite 3-Drawer Cart (14 1/2 D x 12 3/8 W x 25 3/8). Price: \$1/unit.
- (2) Set of 2 purple wrist/ankle weights.
- (2) Black Mountain Products - Set of 5 Resistance Bands.
- (2) Rolodex Set. Price: \$0.25/unit.
- Calvin Klein travel/duffel bag (Black).
- Metal Cube Organizer (to assemble).
- Curved Wooden Children's Reading Chair.
- Demco Brand Wheeled Book Cart.
- Dirt Devil Ultra Hand Vac.
- Assorted toys from the Children's play area. Price: \$10 for entire lot.

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

That the above described property be sold or destroyed by the City of Seward in accordance with the procedures set forth in Section 44-1.26 of the Seward City Code.

The Mayor declared the resolution adopted. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

\_\_\_\_\_  
Derek Bargmann  
City Clerk  
(SEAL)

**DISCLAIMER:**

All items are sold 'as is' and all sales are final. The bid opening date for non-priced items will be at 2 PM on Friday, April 21<sup>st</sup> at City Hall. For unit-priced items, buyer must pay and pick-up items by 2 PM on Friday, April 21<sup>st</sup> at the location indicated below.

**Items Declared Surplus by City Council Action on April 4, 2023:**

**(ITEM #1)** 1975 Snow Co Low Wheel Tilt Trailer (Dimensions: 11 feet long, 4 ½ feet wide).



**(ITEM #2)** 2003 Dodge Dakota 4x4. Comes with Hiniker Snow Plow. (128,961 miles)





**(ITEM #3)** Assorted Seward baseball jerseys – 70 total. Sizes Adult S-XXL.  
**Price: \$1/unit. Purchase at the Municipal Building.**



**(ITEM #4)** Demco Brand White Magazine Storage Box – 160 total. (Not pictured – similar to Item #5)  
**Price: \$0.25/unit. Purchase at Seward Memorial Library.**

**(ITEM #5)** Demco Brand Gray Magazine Storage Box – 44 total. (pictured below)  
**Price: \$0.25/unit. Purchase at Seward Memorial Library.**



**(ITEM #6)** Plastic Bookend – 20 total.  
**Price: \$0.25/unit. Purchase at Seward Memorial Library.**



**(ITEM #7) Brunswick Plastic Desk Chair – 2/ea yellow, red, green, blue.**

**Price: \$5.00/unit. Purchase at Seward Memorial Library.**



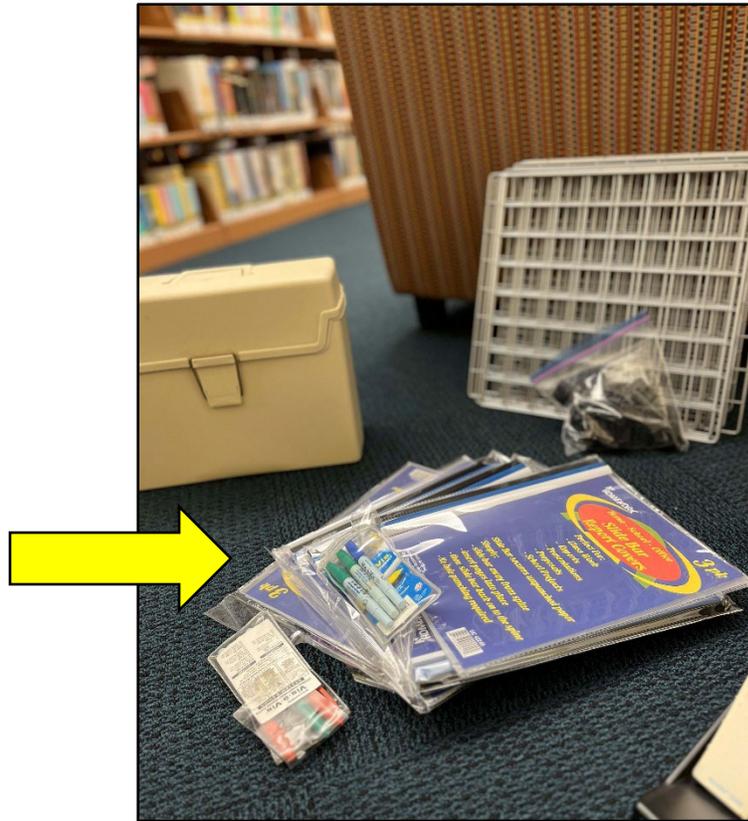
**(ITEM #8) Metal Office Organizer – 8 total.**

**Price: \$0.25/unit. Purchase at Seward Memorial Library.**



**(ITEM #9)** Sidebar Report Covers (3 pack) – 7 total.

**Price: \$0.25/unit. Purchase at Seward Memorial Library.**



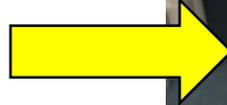
**(ITEM #10)** Zep Heavy-Duty Floor Stripper (One Gallon Size) – 4 total.

**Price: \$2.00/unit. Purchase at Seward Memorial Library.**



**(ITEM #11)** Plastic Office Organizer – 4 total.

**Price: \$0.25/unit. Purchase at Seward Memorial Library.**



**(ITEM #12)** Orange Chair (2 total) and Ottoman.

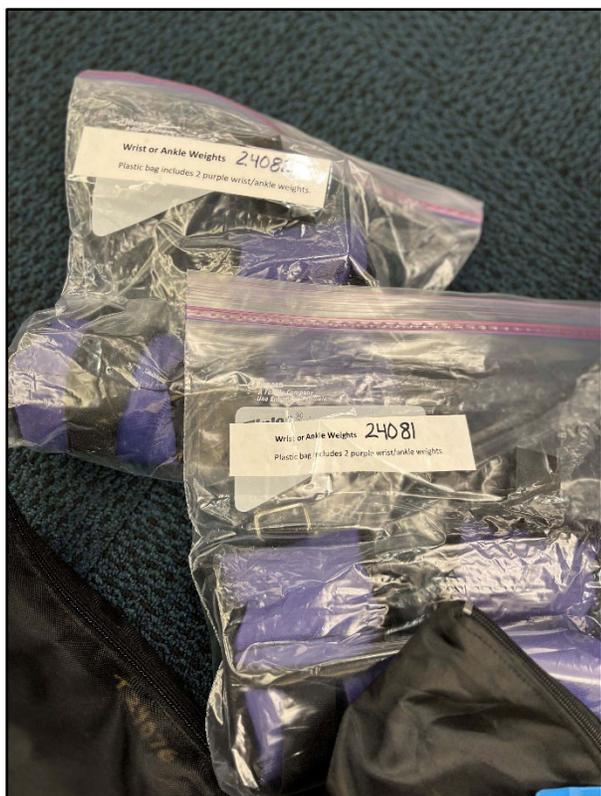


**(ITEM #13)** Sterilite 3-Drawer Cart (14 ½ D x 12 3/8 W x 25 3/8) – 2 total.

**Price: \$1.00/unit. Purchase at Seward Memorial Library.**



**(ITEM #14)** Set of 2 Purple Wrist/Ankle Weights – 2 total.



**(ITEM #15)** Black Mountain Products – Set of 5 Resistance Bands. 2 total.



**(ITEM #16)** Rolodex Set – 2 total.

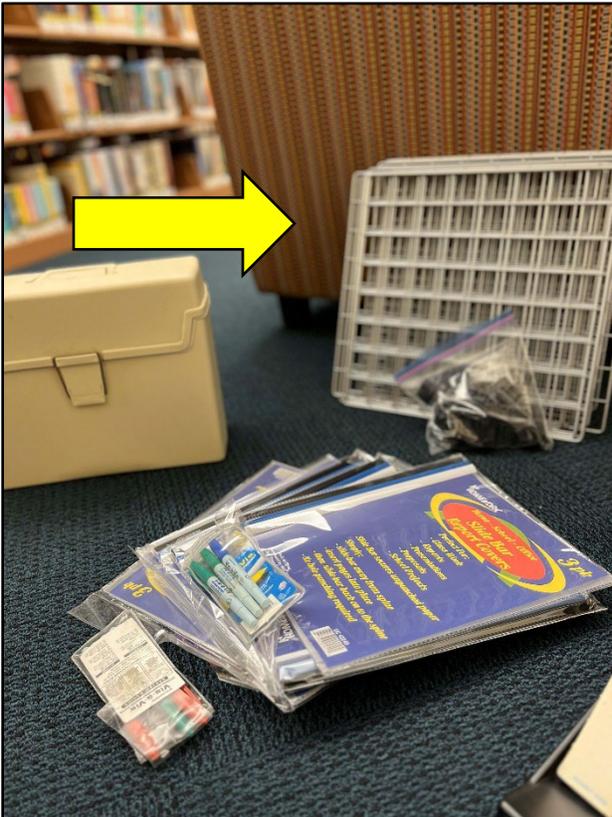
**Price: \$0.25/unit. Purchase at Seward Memorial Library.**



**(ITEM #17)** Calvin Klein Travel/Duffel Bag (Black).



**(ITEM #18)** Metal Cube Organizer.



**(ITEM #19)** Curved Wooden Children's Reading Chair.



**(ITEM #20)** Demco Brand Wheeled Book Cart.



**(ITEM #21)** Dirt Devil Ultra Hand Vac.



**(ITEM #22)** Assorted Toys from the Children's Play Area.

**Price: \$10.00 for entire lot. Purchase at Seward Memorial Library.**



4. Consideration of an Agreement with the Nebraska Municipal Power Pool (NMPP) to Perform a Financial Plan, Cost of Service and Rate Design Study Related to City Utility Services - City Administrator Butcher



**NMPP** **MEAN** **NPGA** **ACE**

## Financial Plan, Cost of Service & Rate Design Study Proposal for Electric, Water and Wastewater Rates

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### *The City of Seward, Nebraska – March 2023*

The Nebraska Municipal Power Pool (NMPP) provides consulting services on a nonprofit basis to assist publicly-owned utilities in meeting their strategic and financial objectives. The standard Services Agreements are designed to ensure complete client satisfaction, however other term agreements are available. The cost for the City of Seward for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates is summarized below.

Service	Total Fee Due from Seward (per Two-Year Study or Update Study)
Electric Cost of Service Study (Financial Plan, 2 Rate Designs and Ordinances, 1 Presentation)	<b>\$14,000</b>
Water <b>AND</b> Wastewater Cost of Service Study (Financial Plan, 2 Rate Designs and Ordinances, 1 Presentation)	<b>\$16,800</b>
Water <b>OR</b> Wastewater Cost of Service Study (Financial Plan, 2 Rate Designs and Ordinances, 1 Presentation)	<b>\$8,400</b>

Further details regarding Financial Plan, Cost of Service and Rate Design Studies by NMPP follow. For questions or additional information, or to request NMPP services of a Financial Plan, Cost of Service and Rate Design Study, contact:

**Andrew Ross**

Director of Retail Utility Services  
and Member Relations  
NMPP Energy  
8377 Glynoaks Drive  
Lincoln, NE 68516

**Phone:** 402.474.4759  
**Fax:** 402.474.0473  
**E-mail:** [aross@nmpenergy.org](mailto:aross@nmpenergy.org)  
**Web:** [www.nmpenergy.org](http://www.nmpenergy.org)

## **Study Objectives**

An important part of managing utility operations is to understand a utility's financial status; not only for the recent past and current year, but also for future years. To help utilities understand the long-term picture, NMPP's Utility Rate Study begins with the development of a five-year future-looking financial Pro Forma. This financial analysis and model provide the staff and governing body with critical financial parameters such as net operating income, minimum cash reserve policies and other financial targets, borrowing options and debt coverage ratios, and projected cash balances over the planning horizon. The financial plan also analyzes transfers to the general fund, power supply costs, and capital budgets. Five-year rate track recommendations will help deliver desired financial performance for the utility over time.

Through a fully embedded Cost of Service analysis, test year revenue requirements will be functionalized and allocated to rate classes. Cost-based rate elements will be determined for each customer class and used as a guide in rate design. Based on results of this Cost of Service analysis, NMPP will design rates that are fair, reasonable and non-discriminatory and meet with the City's rate objectives. NMPP will work with staff to achieve a satisfactory design of utility rates using cost of service study results as a guideline to move current rates toward cost of service levels while limiting the impact to customers.

## **Deliverables**

**Financial Pro Forma** – A preliminary Pro Forma is provided to staff for input and discussion. The pro forma will be adjusted as needed to reflect changes in financial expectations and performance.

**Executive Summary Report** - A Preliminary Executive Summary report is provided to staff for input before it is presented to the Seward City Council. This report includes summary and discussion of the five-year financial Pro Forma and projected annual rate adjustments and other recommendations.

**Rate Design and Ordinances / Schedules** - Draft Rate Schedules, Ordinances or Resolutions are provided in Microsoft Word® formats for review and use as amended for City Council consideration for approval.

## **Project Schedule**

Our experience with municipal services agreements allows us to conduct a cost effective and efficient study. Our goal for the City is to have rates designed and implemented 70 days after all requested data has been collected from the staff for each utility.

## **Regionally and Nationally Recognized Staff**

NMPP's project team has the knowledge and experience to successfully meet your requirements, with over 50 years of combined experience performing similar studies for municipal utilities. As a result of our specialized industry knowledge, we are frequently called upon to share our experience with others in the industry. Staff members have given presentations at regional and national seminars, including the American Public Power Association (APPA), regarding utility financial planning, pricing, restructuring and

other issues. This team provides the experience to creatively solve financial and operational issues and to help ensure financial stability for a utility in future years.

### **Client References**

NMPP provides utility related services to almost 200 municipals utilities across 5 states. Financial Planning and Cost of Service studies are performed for electric, water, wastewater, gas, and trash utilities across the region. The following is a list of references for our services. Other references are available upon request.

<b>Client</b>	<b>Contact</b>	<b>Phone</b>	<b>Studies / Other Services</b>
Ansley, NE	Lanette Doane, City Clerk	(308) 935-1467	Electric
Arnold, NE	Patty Lamberty, Clerk/Treasurer	(308) 848-2228	Electric
Belleville, KS Utilities	Russell Piroutek, City Clerk	(785) 527-2288	Electric, Gas, Water, Sewer
Bridgeport, NE	Dori Huck, City Clerk/Treasurer	(308) 262-1623	Electric, Water, Sewer
Burlington, CO	Jim Keehne, City Admin.	(719) 346-8652	Electric, Water, Sewer, Trash
Chappell, NE	Ashlea Bauer, City Admin. / Clerk	(308) 874-2401	Electric
Crete, NE	Tom Ourada, City Admin.	(402) 826-4312	Electric
Glenwood Springs, CO	Matt Langhorst, Pub. Works Dir.	(970) 384-6438	Electric
Gunnison, CO	Will Dowis, Electric Superintendent	(970) 641-8329	Electric, Water, Sewer
Imperial, NE	Jo Leyland, Admin./Clerk/Treas.	(308) 882-4368	Electric
Nebraska City, NE	Jeff Kohrs, General Mgr.	(402) 873-5515	Electric, Water, Sewer, Gas
North Platte Utilities	Dawn Miller, Dir. of Finance	(308) 535-6740	Electric, Water, Sewer
Stromsburg, Nebraska	Nancy Bryan, City Clerk/Treas.	(402) 764-2561	Electric, Gas; Water
Wahoo Utilities	Ryan Hurst, Utilities General Mgr.	(402) 443-3222	Electric, Water, Sewer, Gas
Wray, CO	James DePue, City Manager	(970) 332-4431	Electric, Water, Sewer

It is our sincere hope that NMPP can continue its mission to help serve municipalities such as Seward with any of their utility related needs.

Respectfully submitted,



Andrew Ross  
 Director of Retail Utility Services & Member Relations  
 Nebraska Municipal Power Pool

**AGREEMENT FOR  
FINANCIAL PLAN, COST OF SERVICE  
AND  
RATE DESIGN STUDY  
FOR WATER AND WASTEWATER RATES**

This Agreement for a Financial Plan, Cost of Service and Rate Design Study for Water and Wastewater Rates is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska, hereinafter called “NMPP,” and the City of Seward, Nebraska, hereinafter called “Municipality.”

**RECITALS:**

NMPP, under the provisions of its Articles of Incorporation, has the authority to enter into and perform contracts with its members.

NMPP has initiated a Financial Plan, Cost of Service and Rate Design Study (Rate Study) designed to provide assistance in certain technical areas related to calculating rates for municipal utility systems for all customer classes and to provide ongoing rate support.

Municipality is a member of NMPP and recognizes the importance of completing a Rate Study.

In consideration of the mutual promises contained herein, NMPP and Municipality agree as follows:

**1. TERM**

1.1 This Agreement shall become effective upon execution. The term of this Agreement shall begin on the date of execution and terminate two (2) years after the date of the delivery of the documents referred to in Section 2.1.3.6.

**2. SCOPE OF SERVICES TO BE PROVIDED AND RESPONSIBILITIES OF THE PARTIES**

2.1 Responsibilities of NMPP

2.1.1 Questions regarding services under this Agreement should be directed to NMPP’s Director of Retail Utility Services and Member Relations, or to such other person as may be designated by NMPP from time to time. NMPP will complete the scope of work of this Agreement typically within ninety (90) days of the receipt of all data requested by NMPP. Such data must be accurate and in a format easily usable by NMPP in order for the scope of work to be done on time. Reports and other document

presentation are delivered to the Municipality as outlined in Section 2.1.3.6.

2.1.2 The Rate Study computer models shall be retained by and become the property of NMPP. The Municipality will receive all tables and charts from the model and may use the Rate Study findings and recommendations at Municipality's sole risk and without liability or legal exposure to NMPP.

2.1.3 The Rate Study will include completion by NMPP of the following tasks:

1. Data Collection – NMPP will request data, including but not limited to, customer rate class usage by rate block and revenue billed, and audited and budgeted assets including financial and operating data for the utility as necessary to prepare the Rate Study. This data is to be in an easy to read and organized format. To the extent the requested data is not readily available, NMPP and Municipality will develop and agree upon estimates for the missing data.
2. Develop a Financial Model – NMPP will develop a five-year Financial pro forma model that will provide net-income, target return on facilities investments, minimum cash reserve policy, capital improvements, borrowing, and recommend future rate increases to achieve financial targets.
3. Calculate Revenue Requirements for Test Year to be used in Rate Study – NMPP will calculate Municipality's revenue requirements in a financial pro forma to determine cost of service rate elements to be used in future rate design.
4. Functional Costs – NMPP will assign a function to each expense and each non-retail revenue including, but not limited to, generation, transmission and customer service, as applicable. The items will also be assigned to a sub-category of a function as necessary.

Expenses will be allocated to the various cost classifications based on methodologies that are generally applied to municipal utilities. These allocations will enable NMPP to separately identify and establish cost elements for each rate class provided by the Municipality, including, but not limited to, commodity generation or treatment, transmission, distribution, and customer service and accounting, as applicable.

5. Rate Design – NMPP will design rates using cost elements determined for one or two years to recover adequate revenue for the system and move classes toward cost of service revenue recovery.

NMPP will work with Municipality to develop rates that maintain the financial integrity of each municipal utility system being studied. New rate schedules and ordinances will be drafted by NMPP for approval by Municipality.

6. Present Findings – (a) NMPP will typically within sixty (60) days of receipt of sound data provide a Preliminary Proforma which will present the Financial Plan, first to the Municipality’s staff and then to rate making authority. Such presentations will be typically a combination of electronic mail and telephone and/or video conference presentation. An in-person presentation by NMPP may be scheduled as is agreed to by both Parties. (b) The Final Proforma including draft rate approval documents will be completed by NMPP typically thirty (30) days after direction is provided to NMPP regarding the level of rate adjustments desired as directed by either Municipality’s staff or the rate making authority. If additional trips are necessary for (a) or (b) above or other purposes, the trips will be billed on a time and expense basis.
7. Support – As a part of this Agreement, upon request NMPP will provide to Municipality the following support:
  - A. Review of up to five (5) large customer bills for accuracy.
  - B. Up to ten (10) hours of telephone support to answer rate application questions from Municipality.

2.1.4 The Parties hereby agree that the Rate Study to be provided by NMPP to Municipality pursuant to this Agreement shall include only the following study(ies) as indicated below:

- Electric study
- Water study
- Wastewater study
- Water and Wastewater study
- Trash study
- Natural Gas study

## 2.2 Responsibilities of Municipality

2.2.1 Municipality shall furnish to NMPP, as requested by NMPP, available cost of serve studies, audited financial reports and other data; obtain or authorize NMPP to obtain or provide additional reports and data as required; and furnish to NMPP any required services of outside third parties. NMPP shall be entitled to use and rely upon all information and services provided by or on behalf of Municipality as accurate without

independent verification in the completion of the services provided hereunder.

- 2.2.2 Municipality shall designate, in writing, a person with authority to act on Municipality's behalf on all matters concerning the services provided by NMPP under this Agreement.
- 2.2.3 Municipality shall perform the responsibilities outlined in this Section 2 in a timely manner so as not to delay the services of NMPP. A delay in Municipality's performance of more than three (3) months for any specific responsibility of Municipality shall be deemed an event of default, and NMPP shall have the right to suspend services or terminate this Agreement in the event such default is not cured within ten (10) days after written notice to Municipality.
- 2.2.4 Municipality shall bear all costs associated with the completion of all requirements under this Section 2.

### **3. LIMITATION OF LIABILITY AND INDEMNIFICATIONS**

3.1 Notwithstanding any other provision of this Agreement, NMPP's total liability to Municipality for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the performance of services or any other cause shall not exceed the compensation received by NMPP from Municipality under this Agreement, and Municipality hereby releases and will hold harmless NMPP from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NMPP and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of NMPP's services hereunder.

3.2 NMPP shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. **NO WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.**

3.3 All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**4. FEES AND PAYMENT**

4.1 Municipality shall pay NMPP for performance of the services described in Section 2.1 as follows:

<b>Total Fee for Section 2.1 Services</b>	<b>Current Municipal Energy Agency of Nebraska (“MEAN”) Funding (subject to change per Section 4.7)</b>	<b>Municipality eligible for MEAN funding as of date of execution of the Agreement</b>	<b>Total Fee Due from Municipality for Section 2.1 Services</b>
\$16,800	50% <sup>1</sup>	Yes <input checked="" type="radio"/> No	\$16,800 <sup>1</sup>

<sup>1</sup>For qualifying participants of MEAN, the MEAN Funding amount and the Total Fee Due will be automatically adjusted in accordance with Section 4.7 in the event MEAN modifies or eliminates funding for the Rate Study service.

4.2 Additional services not provided for in the scope of services set forth herein may be requested in writing by the Municipality. If agreed to by NMPP, such additional services shall be provided by NMPP in accordance with the terms and conditions of this Agreement and billed at the then-current NMPP hourly rate. Expenses will be those incurred in completing the services at the cost or fee associated with the expense.

4.3 The fees established in this Section 4 may be reviewed and updated by NMPP from time to time in accordance with Section 4.5 of this Agreement.

4.4 Fifty percent (50%) of the total fee due from Municipality for Section 2.1 services will be invoiced after NMPP presents the Preliminary Proforma, including the Financial Plan, to the Municipality’s staff and/or the rate making authority, with the balance invoiced after delivery of the Final Proforma and Rate Ordinances. For any additional services provided under Section 4.2, and for any additional trips needed pursuant to Section 2.1.3.6, bills for services shall be rendered upon completion of each such additional service. Each bill shall be paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month, or fraction thereof, on any unpaid amount from the date the bill becomes delinquent until the date on which payment is made. This Agreement may be terminated by NMPP for non-payment by Municipality.

4.5 Notwithstanding any provision to the contrary in this Agreement, NMPP shall have the right to modify any of the terms and conditions of this Agreement, including but not limited to the scope of services and fees for participation, at any time, by providing written notice to Municipality. Municipality shall have thirty (30) days from the issuance of such notice to inform NMPP in writing of Municipality’s objection to modification of the terms and conditions. Upon receipt by NMPP of Municipality’s sufficient notice of objection, NMPP shall cease providing

services to Municipality under this Agreement and this Agreement shall automatically terminate; provided, however, that such termination shall not take effect unless and until Municipality has made complete payment for any outstanding amount due and for services provided pursuant to this Agreement prior to receipt of Municipality's notice of objection.

4.6 If at any time during the term of this Agreement Municipality's membership in NMPP is withdrawn or terminated for any reason, the fees for services provided to Municipality pursuant to this Agreement shall automatically convert to the non-member fee, where such a fee is applicable, which fee may be modified from time to time by NMPP, and NMPP shall have the right to terminate this Agreement upon written notice at any time to Municipality.

4.7 For qualifying participants of the Municipal Energy Agency of Nebraska (MEAN), the Board of Directors of MEAN has approved partial funding of the cost of Service Schedule M and K participants to utilize the Section 2.1 services under this Agreement. If this funding is applicable to Municipality as of the date of execution of this Agreement, this amount has been reflected in Section 4.1. Funding is subject to change or elimination without notice from time to time by action of the MEAN Board of Directors. In such event, the amount due from Municipality will be adjusted accordingly and any balance due will be billed by NMPP to Municipality.

## **5. USE OF ELECTRONIC MEDIA**

5.1 Copies of documents that may be relied upon by Municipality are limited to the printed copies, also known as hard copies, which are signed by NMPP. Files in electronic media format of text, data, graphics, or of other types that are furnished by NMPP to Municipality are only for the convenience of Municipality. Any conclusion or information obtained or derived from such electronic files will be used at Municipality's sole risk.

5.2 When transferring documents in electronic media format, NMPP makes no representations as to compatibility, usability, or readability of documents resulting from such transfer or from the use of software application packages, operating systems, or computer hardware differing from those used by NMPP at the beginning of services rendered.

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

5.4 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 thirty (30) days, after which the receiving Party shall be deemed to have accepted the data thus transferred. Any errors reported by receiving Party to delivering Party within the thirty (30)-day acceptance period will be corrected by the delivering Party within sixty (60) days of such notification. NMPP shall not be responsible to maintain documents stored in electronic media format after acceptance by Municipality.

## **6. GENERAL**

6.1 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

6.2 This Agreement shall be governed by the laws of the State of Nebraska.

6.3 In no event shall any delay by any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this Agreement. Any waiver in regard to the performance of this Agreement shall operate only if in writing and mutually agreed upon by each Party.

6.4 In the event any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than NMPP and Municipality.

6.6 Neither Party shall be liable to the other for any delay in the performance of its duties hereunder or for any loss or damage arising from uncontrollable forces including but not limited to fire, theft, storm, war, terrorism, power outage, regulatory action or any other force majeure that could not have been reasonably avoided by exercise of due diligence by the Parties. In the event of such a force majeure, the affected Party shall notify the other Party of the circumstances surrounding the force majeure and provide an estimate of delay time caused thereby. The affected Party shall use due diligence to remove such force majeure as soon as is reasonably practicable.

## **7. NOTICES**

7.1 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, or by mail postage prepaid, or by commercial courier service.

## **8. OTHER AGREEMENTS**

8.1 This Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in a writing signed by both parties. This Agreement shall supersede, terminate and replace that certain Agreement for a Financial Plan, Cost of Service and Rate Design Study for Water and Wastewater Rates executed as of July 28, 2020, between NMPP and Municipality.

[SIGNATURE PAGE FOLLOWING]

WHEREAS, NMPP and Municipality have caused this Agreement for a Financial Plan, Cost of Service and Rate Design Study for Water and Wastewater Rates to be duly executed by their authorized officers.

NEBRASKA MUNICIPAL POWER POOL

CITY OF SEWARD, NEBRASKA

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

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

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

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

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

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

Address: 8377 Glynoaks Drive  
Lincoln, NE 68516

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT FOR  
FINANCIAL PLAN, COST OF SERVICE  
AND  
RATE DESIGN STUDY  
FOR ELECTRIC RATES**

This Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska, hereinafter called "NMPP," and the City of Seward, Nebraska, hereinafter called "Municipality."

**RECITALS:**

NMPP, under the provisions of its Articles of Incorporation, has the authority to enter into and perform contracts with its members.

NMPP has initiated a Financial Plan, Cost of Service and Rate Design Study (Rate Study) designed to provide assistance in certain technical areas related to calculating rates for municipal utility systems for all customer classes and to provide ongoing rate support.

Municipality is a member of NMPP and recognizes the importance of completing a Rate Study.

In consideration of the mutual promises contained herein, NMPP and Municipality agree as follows:

**1. TERM**

1.1 This Agreement shall become effective upon execution. The term of this Agreement shall begin on the date of execution and terminate two (2) years after the date of the delivery of the documents referred to in Section 2.1.3.6.

**2. SCOPE OF SERVICES TO BE PROVIDED AND RESPONSIBILITIES OF THE PARTIES**

2.1 Responsibilities of NMPP

2.1.1 Questions regarding services under this Agreement should be directed to NMPP's Director of Retail Utility Services and Member Relations, or to such other person as may be designated by NMPP from time to time. NMPP will complete the scope of work of this Agreement typically within ninety (90) days of the receipt of all data requested by NMPP. Such data must be accurate and in a format easily usable by NMPP in order for the scope of work to be done on time. Reports and other document

presentation are delivered to the Municipality as outlined in Section 2.1.3.6.

2.1.2 The Rate Study computer models shall be retained by and become the property of NMPP. The Municipality will receive all tables and charts from the model and may use the Rate Study findings and recommendations at Municipality's sole risk and without liability or legal exposure to NMPP.

2.1.3 The Rate Study will include completion by NMPP of the following tasks:

1. Data Collection – NMPP will request data, including but not limited to, customer rate class usage by rate block and revenue billed, and audited and budgeted assets including financial and operating data for the utility as necessary to prepare the Rate Study. This data is to be in an easy to read and organized format. To the extent the requested data is not readily available, NMPP and Municipality will develop and agree upon estimates for the missing data.
2. Develop a Financial Model – NMPP will develop a five-year Financial pro forma model that will provide net-income, target return on facilities investments, minimum cash reserve policy, capital improvements, borrowing, and recommend future rate increases to achieve financial targets.
3. Calculate Revenue Requirements for Test Year to be used in Rate Study – NMPP will calculate Municipality's revenue requirements in a financial pro forma to determine cost of service rate elements to be used in future rate design.
4. Functional Costs – NMPP will assign a function to each expense and each non-retail revenue including, but not limited to, generation, transmission and customer service, as applicable. The items will also be assigned to a sub-category of a function as necessary.

Expenses will be allocated to the various cost classifications based on methodologies that are generally applied to municipal utilities. These allocations will enable NMPP to separately identify and establish cost elements for each rate class provided by the Municipality, including, but not limited to, commodity generation or treatment, transmission, distribution, and customer service and accounting, as applicable.

5. Rate Design – NMPP will design rates using cost elements determined for one or two years to recover adequate revenue for the system and move classes toward cost of service revenue recovery.

NMPP will work with Municipality to develop rates that maintain the financial integrity of each municipal utility system being studied. New rate schedules and ordinances will be drafted by NMPP for approval by Municipality.

6. Present Findings – (a) NMPP will typically within sixty (60) days of receipt of sound data provide a Preliminary Proforma which will present the Financial Plan, first to the Municipality’s staff and then to rate making authority. Such presentations will be typically a combination of electronic mail and telephone and/or video conference presentation. An in-person presentation by NMPP may be scheduled as is agreed to by both Parties. (b) The Final Proforma including draft rate approval documents will be completed by NMPP typically thirty (30) days after direction is provided to NMPP regarding the level of rate adjustments desired as directed by either Municipality’s staff or the rate making authority. If additional trips are necessary for (a) or (b) above or other purposes, the trips will be billed on a time and expense basis.
7. Support – As a part of this Agreement, upon request NMPP will provide to Municipality the following support:
  - A. Review of up to five (5) large customer bills for accuracy.
  - B. Up to ten (10) hours of telephone support to answer rate application questions from Municipality.

2.1.4 The Parties hereby agree that the Rate Study to be provided by NMPP to Municipality pursuant to this Agreement shall include only the following study(ies) as indicated below:

- Electric study
- Water study
- Wastewater study
- Water and Wastewater study
- Trash study
- Natural Gas study

## 2.2 Responsibilities of Municipality

2.2.1 Municipality shall furnish to NMPP, as requested by NMPP, available cost of serve studies, audited financial reports and other data; obtain or authorize NMPP to obtain or provide additional reports and data as required; and furnish to NMPP any required services of outside third parties. NMPP shall be entitled to use and rely upon all information and services provided by or on behalf of Municipality as accurate without

independent verification in the completion of the services provided hereunder.

- 2.2.2 Municipality shall designate, in writing, a person with authority to act on Municipality's behalf on all matters concerning the services provided by NMPP under this Agreement.
- 2.2.3 Municipality shall perform the responsibilities outlined in this Section 2 in a timely manner so as not to delay the services of NMPP. A delay in Municipality's performance of more than three (3) months for any specific responsibility of Municipality shall be deemed an event of default, and NMPP shall have the right to suspend services or terminate this Agreement in the event such default is not cured within ten (10) days after written notice to Municipality.
- 2.2.4 Municipality shall bear all costs associated with the completion of all requirements under this Section 2.

### **3. LIMITATION OF LIABILITY AND INDEMNIFICATIONS**

3.1 Notwithstanding any other provision of this Agreement, NMPP's total liability to Municipality for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the performance of services or any other cause shall not exceed the compensation received by NMPP from Municipality under this Agreement, and Municipality hereby releases and will hold harmless NMPP from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NMPP and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of NMPP's services hereunder.

3.2 NMPP shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. **NO WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.**

3.3 All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**4. FEES AND PAYMENT**

4.1 Municipality shall pay NMPP for performance of the services described in Section 2.1 as follows:

<b>Total Fee for Section 2.1 Services</b>	<b>Current Municipal Energy Agency of Nebraska (“MEAN”) Funding (subject to change per Section 4.7)</b>	<b>Municipality eligible for MEAN funding as of date of execution of the Agreement</b>	<b>Total Fee Due from Municipality for Section 2.1 Services</b>
\$14,000	50% <sup>1</sup>	Yes / <input checked="" type="radio"/> No	\$14,000 <sup>1</sup>

<sup>1</sup>For qualifying participants of MEAN, the MEAN Funding amount and the Total Fee Due will be automatically adjusted in accordance with Section 4.7 in the event MEAN modifies or eliminates funding for the Rate Study service.

4.2 Additional services not provided for in the scope of services set forth herein may be requested in writing by the Municipality. If agreed to by NMPP, such additional services shall be provided by NMPP in accordance with the terms and conditions of this Agreement and billed at the then-current NMPP hourly rate. Expenses will be those incurred in completing the services at the cost or fee associated with the expense.

4.3 The fees established in this Section 4 may be reviewed and updated by NMPP from time to time in accordance with Section 4.5 of this Agreement.

4.4 Fifty percent (50%) of the total fee due from Municipality for Section 2.1 services will be invoiced after NMPP presents the Preliminary Proforma, including the Financial Plan, to the Municipality’s staff and/or the rate making authority, with the balance invoiced after delivery of the Final Proforma and Rate Ordinances. For any additional services provided under Section 4.2, and for any additional trips needed pursuant to Section 2.1.3.6, bills for services shall be rendered upon completion of each such additional service. Each bill shall be paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month, or fraction thereof, on any unpaid amount from the date the bill becomes delinquent until the date on which payment is made. This Agreement may be terminated by NMPP for non-payment by Municipality.

4.5 Notwithstanding any provision to the contrary in this Agreement, NMPP shall have the right to modify any of the terms and conditions of this Agreement, including but not limited to the scope of services and fees for participation, at any time, by providing written notice to Municipality. Municipality shall have thirty (30) days from the issuance of such notice to inform NMPP in writing of Municipality’s objection to modification of the terms and conditions. Upon receipt by NMPP of Municipality’s sufficient notice of objection, NMPP shall cease providing

services to Municipality under this Agreement and this Agreement shall automatically terminate; provided, however, that such termination shall not take effect unless and until Municipality has made complete payment for any outstanding amount due and for services provided pursuant to this Agreement prior to receipt of Municipality's notice of objection.

4.6 If at any time during the term of this Agreement Municipality's membership in NMPP is withdrawn or terminated for any reason, the fees for services provided to Municipality pursuant to this Agreement shall automatically convert to the non-member fee, where such a fee is applicable, which fee may be modified from time to time by NMPP, and NMPP shall have the right to terminate this Agreement upon written notice at any time to Municipality.

4.7 For qualifying participants of the Municipal Energy Agency of Nebraska (MEAN), the Board of Directors of MEAN has approved partial funding of the cost of Service Schedule M and K participants to utilize the Section 2.1 services under this Agreement. If this funding is applicable to Municipality as of the date of execution of this Agreement, this amount has been reflected in Section 4.1. Funding is subject to change or elimination without notice from time to time by action of the MEAN Board of Directors. In such event, the amount due from Municipality will be adjusted accordingly and any balance due will be billed by NMPP to Municipality.

## **5. USE OF ELECTRONIC MEDIA**

5.1 Copies of documents that may be relied upon by Municipality are limited to the printed copies, also known as hard copies, which are signed by NMPP. Files in electronic media format of text, data, graphics, or of other types that are furnished by NMPP to Municipality are only for the convenience of Municipality. Any conclusion or information obtained or derived from such electronic files will be used at Municipality's sole risk.

5.2 When transferring documents in electronic media format, NMPP makes no representations as to compatibility, usability, or readability of documents resulting from such transfer or from the use of software application packages, operating systems, or computer hardware differing from those used by NMPP at the beginning of services rendered.

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

5.4 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 thirty (30) days, after which the receiving Party shall be deemed to have accepted the data thus transferred. Any errors reported by receiving Party to delivering Party within the thirty (30)-day acceptance period will be corrected by the delivering Party within sixty (60) days of such notification. NMPP shall not be responsible to maintain documents stored in electronic media format after acceptance by Municipality.

## **6. GENERAL**

6.1 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

6.2 This Agreement shall be governed by the laws of the State of Nebraska.

6.3 In no event shall any delay by any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this Agreement. Any waiver in regard to the performance of this Agreement shall operate only if in writing and mutually agreed upon by each Party.

6.4 In the event any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than NMPP and Municipality.

6.6 Neither Party shall be liable to the other for any delay in the performance of its duties hereunder or for any loss or damage arising from uncontrollable forces including but not limited to fire, theft, storm, war, terrorism, power outage, regulatory action or any other force majeure that could not have been reasonably avoided by exercise of due diligence by the Parties. In the event of such a force majeure, the affected Party shall notify the other Party of the circumstances surrounding the force majeure and provide an estimate of delay time caused thereby. The affected Party shall use due diligence to remove such force majeure as soon as is reasonably practicable.

## **7. NOTICES**

7.1 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, or by mail postage prepaid, or by commercial courier service.

## **8. OTHER AGREEMENTS**

8.1 This Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in a writing signed by both parties. This Agreement shall supersede, terminate and replace that certain Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates executed as of July 28, 2020, between NMPP and Municipality.

[SIGNATURE PAGE FOLLOWING]

WHEREAS, NMPP and Municipality have caused this Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates to be duly executed by their authorized officers.

NEBRASKA MUNICIPAL POWER POOL

CITY OF SEWARD, NEBRASKA

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

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

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

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

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

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

Address: 8377 Glynoaks Drive  
Lincoln, NE 68516

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Consideration of a Professional Services Agreement with Clark & Enersen for Phase 1 Conceptual Facility Master Plan for the Civic Center Renovation Project - City Administrator Butcher

March 16, 2023

Seward Civic Center Commission  
Attn. Mark Kolterman  
616 Bradford Street  
Seward, NE 68434

Dear Commission Members,

On behalf of Clark & Enersen, I am pleased to submit a fee proposal to provide Phase 1 Conceptual Facility Master Plan Services for the Seward Civic Center located at 616 Bradford Street in Seward, Nebraska. The purpose of this Conceptual Facility Master Plan will be to address current and ongoing concerns related to ADA compliance, HVAC, Plumbing, General Space Organization and Use, Audio/Visual Components, and Interior Finishes and Fixtures. The proposed scope of services for Phase 1 includes the following:

### **Scope of Services – Phase 1**

1. Examine and summarize the following building attributes and systems. Identify deficiencies and recommended solutions for each system:
  - a. Review of previous planning efforts
  - b. Code review
  - c. Egress and exit signage
  - d. ADA/Accessibility
  - e. Interior flooring and finishes
  - f. Building envelope, including windows and roof as required
  - g. Building structure as required
  - h. Elevators
  - i. Fire suppression, alarm, and detection
  - j. Plumbing systems
  - k. HVAC systems
  - l. Electrical power systems
  - m. Lighting
2. Meet with the Civic Center Commission, Seward Chamber of Commerce, Seward Women's Club, code officials, and others as necessary to gain input regarding various uses, attributes, and systems of the facility.
3. Perform site verification as necessary to examine and photograph various items within and on the facility.
4. Provide a study report (in electronic format), including:
  - a. Narratives for each building attribute and system listed above. Each narrative will describe existing conditions, deficiencies, and recommended solutions, specifically:
    - a. ADA Improvement Recommendations
    - b. HVAC/Plumbing Recommendations
    - c. Space-Use Layout Recommendations
    - d. AV Improvement Recommendations
    - e. Interior Finish Recommendations
  - b. Block diagrams, floor plans, and additional diagrams, as appropriate.
  - c. Estimated construction costs for all recommended solutions.
  - d. Discussion of phasing challenges and design/construction timeframes for recommended solutions.

### **Assumptions:**

1. CLIENT will provide keys and/or personnel to allow access to the required spaces, including educational, departmental, mechanical/electrical, housekeeping, and telecom rooms.
2. CLIENT will provide electronic copies of all existing CAD files, past construction documents, and studies relevant to this study.

### **Schedule**

We are prepared to begin this Master Plan process on or about the week of April 17<sup>th</sup>, 2023. We estimate that the Master Plan will take 16 weeks to complete. During this period, we expect to conduct, at a minimum, bi-weekly meetings with the steering committee.

**Proposed Fee:**

For the Phase 1 basic services listed above, we propose a lump sum fee of \$25,000, plus normal reimbursable expenses (printing, travel, etc.). A Personnel Hour Matrix and Professional Fee Summary have been attached for your reference. We propose to bill monthly based on percentage of completion.

**Phase 1 Additional Services: 3D Building Scan and Existing Conditions Documentation:**

We often find great benefit in utilizing 3D Building Scanning technology on projects involving the analysis and modification of existing conditions, particularly in building of this age. At the direction and approval of the Civic Center Commission, we propose providing 3D Building Scanning services of the entirety of the existing property, both interior and exterior. This process will produce a 3-Dimensional record of the existing conditions that will be utilized in the creation of design solutions for the project. Scanning would commence at the onset of the project and take approximately 1 week. The proposed fee for this additional service is \$3,600.

**Phase 2 Design Services:**

Should the Civic Center Commission decide to pursue implementation of Phase 1 Master Plan recommendations, Clark & Enersen has the capacity to provide Phase 2 design services. At the direction of the Commission, we would propose amending our proposal to include the following scope of services at a percentage of construction-based fee of 8.5%:

- Schematic Design
- Design Development
- Construction Documentation
- Bidding Services
- Construction Administration Services

Based on the anticipated scope of work, we would expect a timeline of approximately 6 months to take Phase 2 Design Services through bidding.

Thank you for considering Clark & Enersen for this effort. I am hopeful this fee proposal is responsive to your needs. If you have any questions, please feel free to contact me at your convenience.

Sincerely,



Matt Glawatz, AIA  
Architect, Associate Principal  
Clark & Enersen

# CLARK & ENERSEN

Hourly Billing Rates

Effective 7/1/2021

<b>Senior Principal</b>		<b>Architectural Principal</b>		<b>Engineering Principal</b>		<b>Interior Designer Principal</b>	
Berg	\$ 300	Hier	\$ 200	Beecher	\$ 230	Munster	\$ 200
Chadwick	\$ 300	Keele	\$ 200	Gergen	\$ 230		
Diederich	\$ 300	Stolte	\$ 200	Kent	\$ 210	<b>Senior Interior Designer</b>	
Ripp, T.	\$ 300	Thomas	\$ 200	Walter	\$ 230	Rock	\$ 180
Scheer	\$ 300						
Schirmer	\$ 300	<b>Architect (AIA)</b>		<b>Senior Engineer (PE)</b>		<b>Interior Designer</b>	
Stepp	\$ 300	Anderson	\$ 160	Davison	\$ 200	Frana	\$ 110
Wise	\$ 300	Barrett	\$ 160	Korber	\$ 200	Hinrichs	\$ 110
		Glawatz	\$ 160	Niemann	\$ 200	McGee	\$ 110
<b>Senior Principal / Senior Laboratory Planner</b>		Gunn	\$ 160	Onnen	\$ 200	Spale	\$ 110
Lattig, G.	\$ 395	Janiak	\$ 160			Specht	\$ 80
		Kulseth	\$ 160	<b>Engineer (PE)</b>			
<b>Landscape Architect Principal</b>		Meiners	\$ 160	Adams	\$ 170	<b>Administrative and IT Assistant</b>	
Nalow	\$ 200	Oliver	\$ 160	Allen	\$ 170	Bullington	\$ 75
		Penning	\$ 160	Boyer	\$ 170	Cullighan	\$ 75
<b>Landscape Architect (ASLA)</b>		Ratzlaff	\$ 160	Cassel	\$ 170	Fickbohm	\$ 75
Hauck	\$ 120	Roberts	\$ 160	Mahoney	\$ 170	Krueger	\$ 75
Moline	\$ 120	Rogers	\$ 160	McFee	\$ 170	Page	\$ 75
Ray	\$ 120	Stoverink	\$ 160	McKie	\$ 170	Stansberry	\$ 75
Silvey	\$ 120	Watkins	\$ 160	Palan	\$ 170		
Simpson	\$ 120	Wonder	\$ 160	Ratzki	\$ 170	<b>Business Development</b>	
				Slattery	\$ 170	McVey	\$ 170
<b>Landscape Architect Intern</b>		<b>Senior Architectural Staff</b>		Summers	\$ 170	Miller	\$ 170
Sundine	\$ 90	Kelso	\$ 125	Uhing	\$ 170		
		Lane	\$ 125	Wilson	\$ 170	<b>Senior Marketing Staff</b>	
<b>Senior Construction Administrator</b>		Michl	\$ 125	Wroblewski	\$ 170	Koolen	\$ 145
Clay	\$ 160	Nickelson	\$ 125				
Hanna	\$ 160	<b>Architectural Staff</b>		<b>Senior Engineering Staff</b>		<b>Marketing Staff</b>	
Hartung	\$ 160	Campbell	\$ 100	Capek	\$ 135	Compton	\$ 100
Lawrence	\$ 160	Coolidge	\$ 100	Krysl	\$ 135	Dolson	\$ 100
Pavey	\$ 160	Cox	\$ 100	Nelson	\$ 135	O'Neill	\$ 100
Ripp, M.	\$ 160	Dunn	\$ 100	Preister	\$ 135	Ornduff	\$ 100
Stull	\$ 160	Eads	\$ 100				
<b>Construction Administrator</b>		Fieselman	\$ 100	<b>Engineer (EI)</b>		<b>Graphic Designer</b>	
Bremer	\$ 105	Flores	\$ 100	Denton	\$ 115	Behrens	\$ 100
Obermaier	\$ 105	Pokojski	\$ 100	Evans	\$ 115	Kottmeyer	\$ 100
Vestecka	\$ 105	Rahn	\$ 100	Hoops	\$ 115		
		Schafers	\$ 100	Huntwork	\$ 115	<b>Business Principal</b>	
<b>Construction Administration Staff</b>		Strayer	\$ 100	McNorton	\$ 115	Stover	\$ 165
Lattig, M.	\$ 95			Ruel	\$ 115		
		<b>Intern</b>		Sharp	\$ 115	<b>Manager</b>	
		Architecture	\$ 60	Sheikh	\$ 115	Merkel	\$ 160
		Construction Administration	\$ 60	Schmitt	\$ 115	Pierce	\$ 160
		Engineering	\$ 60	Swift	\$ 115		
		Interior Design	\$ 60	Wilkinson	\$ 115		
		Landscape Architecture	\$ 60				
				<b>Engineering Staff</b>			
				Bowman	\$ 85		
				Creviston	\$ 85		
				Duschene	\$ 85		
				Muir	\$ 85		
				Winter	\$ 85		



# AIA® Document B105® – 2017

## Standard Short Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Thirty-First day of March in the year Two Thousand Twenty-Three  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Seward  
537 Main Street  
Seward, Nebraska 68434

and the Architect:  
*(Name, legal status, address and other information)*

Clark & Enersen  
1010 Lincoln Mall, Suite 200  
Lincoln, Nebraska 68508

for the following Project:  
*(Name, location and detailed description)*

City of Seward Civic Center

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. 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. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Master Plan services that include the following:

- Examine and summarize the following building attributes and systems Identify deficiencies and recommended solutions for each system:
  - Review of previous planning efforts
  - Code review
  - Egress and exit signage
  - ADA/Accessibility
  - Interior flooring and finishes
  - Building envelope, including windows and roof as required
  - Building structure as required
  - Elevators
  - Fire suppression, alarm, and detection
  - Plumbing systems
  - HVAC systems
  - Electrical power systems
  - Lighting
- Meet with Civic Center Commission, Seward Chamber of Commerce, Seward Women's Club, code officials, and others as necessary to gain input regarding various uses, attributes, and systems of the facility.
- Perform site verification as necessary to examine and photograph various items within and on the facility.
- Provide a study report (in electronic format), including:
  - Narratives for each building attribute and system listed above. Each narrative will describe existing conditions, deficiencies, and recommended solutions, specifically:
    - ADA Improvement Recommendations
    - HVAC/Plumbing Recommendations
    - Space-Use Layout Recommendations
    - AV Improvement Recommendations
    - Interior Finish Recommendations
  - Block diagrams, floor plans, and additional diagrams, as appropriate.
  - Estimated construction costs for all recommended solutions.

Discussion of phasing challenges and design/construction timeframes for recommended solutions.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

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.

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

A lump sum of \$25,000, plus normal reimbursable expenses. If 3D Building Scan is requested, it will be an additional \$3,600.

The Owner shall pay the Architect an initial payment of Zero ( \$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent ( 0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-Five ( 45 ) days after the invoice date shall bear interest from the date payment is due at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Six ( 6 ) months of the date of this Agreement through no fault of the Architect.

**ARTICLE 7 OTHER PROVISIONS**

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Joshua Eickmeier Mayor  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Tim Ripp Senior Principal  
*(Printed name, title, and license number, if required)*

# Additions and Deletions Report for AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:52:25 ET on 03/31/2023.

## PAGE 1

**AGREEMENT** made as of the Thirty-First day of March in the year Two Thousand Twenty-Three

...

City of Seward  
537 Main Street  
Seward, Nebraska 68434

...

Clark & Enersen  
1010 Lincoln Mall, Suite 200  
Lincoln, Nebraska 68508

...

City of Seward Civic Center

## PAGE 2

Master Plan services that include the following:

- Examine and summarize the following building attributes and systems Identify deficiencies and recommended solutions for each system:
  - Review of previous planning efforts
  - Code review
  - Egress and exit signage
  - ADA/Accessibility
  - Interior flooring and finishes
  - Building envelope, including windows and roof as required
  - Building structure as required
  - Elevators
  - Fire suppression, alarm, and detection
  - Plumbing systems
  - HVAC systems
  - Electrical power systems
  - Lighting
- Meet with Civic Center Commission, Seward Chamber of Commerce, Seward Women’s Club, code officials, and others as necessary to gain input regarding various uses, attributes, and systems of the facility.
- Perform site verification as necessary to examine and photograph various items within and on the facility.
- Provide a study report (in electronic format), including:
  - Narratives for each building attribute and system listed above. Each narrative will describe existing conditions, deficiencies, and recommended solutions, specifically:

- ADA Improvement Recommendations
- HVAC/Plumbing Recommendations
- Space-Use Layout Recommendations
- AV Improvement Recommendations
- Interior Finish Recommendations
- Block diagrams, floor plans, and additional diagrams, as appropriate.
- Estimated construction costs for all recommended solutions.

Discussion of phasing challenges and design/construction timeframes for recommended solutions.

**PAGE 3**

A lump sum of \$25,000, plus normal reimbursable expenses. If 3D Building Scan is requested, it will be an additional \$3,600.

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent ( 0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-Five ( 45 ) days after the invoice date shall bear interest from the date payment is due at the ~~rate of — percent ( — % )~~, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Six ( 6 ) months of the date of this Agreement through no fault of the Architect.

**PAGE 4**

Joshua Eickmeier Mayor

Tim Ripp Senior Principal

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Myriah Stansberry, 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 10:52:25 ET on 03/31/2023 under Order No. 4104239681 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
*(Signed)*

Special Projects Coordinator  
\_\_\_\_\_  
*(Title)*

March 31, 2023  
\_\_\_\_\_  
*(Dated)*

6. Update on the Wellness Center - City Administrator Butcher  
**COUNCILMEMBER REQUESTED ITEM**

1. Discussion and Consideration of the Current Commercial Burn Site Fees -  
Councilmember Singleton

**CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 4/4/23

- Monitoring a number of street projects on East Seward (construction), design on East Hillcrest, and drainage near Park Street & Bradford Street (bid opening).
- Assisting City Attorney with a number of real estate items and related matters.
- Assisted with Civic Center items and issues, working with Commission on Building Design, received design contract agreement with Clark Enersen for remodel planning.
- 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 including metering.
- Continued to work with RDG Planning to complete blight study.
- Met with BVH, Sampson and Wellness Center Committee on design updates. Met with JEO pool consultant to discuss pool needs. Waiting on first estimate for the building from Sampson.
- Finalized ALLO right of way drop application with Building staff.
- Continue to work with new Water/Wastewater Director Brandon Koll as he gets acquainted with position.
- Continued 2023 comparability study with staff.
- Opened bid for the Water Tower project reviewed numerous emails between potential contractors, city staff and Olsson.
- Met with representative Rob Ringline from U.S. Senator Fischer’s office to discuss federal earmark requests for WWTP project.
- Reviewed Commercial burnsite items related to request from Councilmember Singleton, met with staff and conducted further study of fees at similar locations.
- Met via phone for weekly meeting with City Attorney to review a number of items.
- Met with Zoning Staff on a number of issues related to zoning and plat requests.
- Attended City Employee and Police Pension annual meetings with Ameritas.
- Attended the Seward Elementary Strategic Planning Meeting.
- Taught Junior Achievement class at Seward Elementary.
- Met with High School Basketball Coaches, and Rec. Staff to discuss Recreational Basketball Program and Seward Hoops non-profit.
- Attended online 6<sup>th</sup> Street Watermain (Ash-Lincoln) kick off meeting with City Engineer and Schemmer.
- Communicated with City of Crete City Administrator about Crete Columbarium and Crete WWTP funding.
- Attended ½ day leadership training with City Staff.
- Out of office on ½ day March 30 to help mother due to father’s death.

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

### **Police Department**

- Talk/lunch with St. Vincent Kindergarteners 3/28/23.
- Retirement celebration for Chief Siebken (Milford).
- Background investigation on PO-I candidate.

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

- Assessments to be submitted this week for NE Clerk’s Academy.
- Supervisor Training 3/30/23 at the Library.
- Actively working with NPPD to create launch for City website 3/31/23.

- Public Bids due: Park Street/Bradford Street – 3/28/23 (bid opening) and Water Tower (3 projects) – 3/29/23 (bid opening).

#### **Water/Wastewater Department**

- Meter replacement.
- 2<sup>nd</sup> Street Lift Station Pump.
- Get DMR's ready for submission.
- Water tower bid opening.
- Get UV system ready for disinfection season.

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

- Rec Basketball meeting on 3/28/23.
- Concordia softball home games 4/1/23.
- Concordia and High School baseball have games.
- Opening campground and Centennial Park on 3/31/23.
- Getting soccer fields ready for the season.

#### **Civic Center**

- Quiz Bowl.
- Still looking for parttime help.

#### **Electric Department**

- Follow up on Allo installations.
- Work on E. Seward, pull in wire and terminate, and set vault.
- Terminate wire at Tenneco.
- Terminate wire at WCR.
- Truck inspection Wed.-Fri.

#### **Street Department**

- Work on alleys (low spots).
- Tree removal East Seward St.
- Finish with stumps.
- Work on levee clean up by pond.
- Finish ditch clean up by pond.
- Move snowplows to bone yard.

#### **Library**

- Last week for children's programs.
- Read Aloud Nebraska 3/28/23.
- Line dancing 3/30/23.
- Working on reorganizing Heritage Room after combining with Genealogy Room items (drywall repair in this room now finished).

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

- No April agenda for Planning Commission.
- ROW drops for ALLO.
- Collaborate with Brandon on temporary water meters and developing a resolution for City Council. Assist Brandon on grease trap monitoring and reporting.
- Called and emailed variance information for sanitary sewer and septic information for Summit Contracting.
- Met with Jonathan Jank and Bob Miers 3/29/23 on how to proceed with downtown signage.

#### **Engineering**

- Respond to bidder questions, bid opening (3/29/23), send communication tenant agreements to City Attorney.
- Road closure, storm sewer construction on East Seward (County).

- Monitor bid questions, bid opening (3/28/23) on Park St.
- Monitor bid questions, bid opening (3/28/23) on Bradford.
- Letter to SEH on budget & scope, complete final flowsheet meeting, arrange site visit (Lawrence KS), investigate USDA or WIFIA funding.
- Kickoff meeting w/Schemmer (3/29/23) for Hwy 15 Water Main.

**Finance Dept.**

- EMMA filing due 4/1.
- Update workers comp rates when available.
- Set up Square for point of sale/online payments.
- Financial review w/ Greg.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINSTRATIVE  
ACTION  
ANNOUNCEMENT OF UPCOMING EVENTS  
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