



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

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**Tuesday, May 2, 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, May 2, 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

5-2-23

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.

All Road Barricades Inc	SU	44.80
Amazon Business	SU	290.02
American Fence Co Lincoln	FA	12,337.00
Aqua-Chem Inc	MA	728.70
ARPS	CI	2,843.50
Barcel Landscape Products	GU	3,195.00
BCVFD	MS	600.00
Bizco Technologies	IT	5,995.50
Blue Cross Blue Shield Ne	BE	63,710.38
Border States Industries	IV	15,729.03
Bottle Rocket Brewing	SU	224.00
Bridgestone Golf	MH	120.66
Burlington Northern Santa	MC	689.26
Callaway Golf	MH	119.76
Campbell Cleaning	SE	350.00
Capital Business-Dallas	MA	577.83
Cash-Wa Distributing Co	SU	191.34
Chase Card Service		14,395.76
Amazon	SU	1,069.78
American Red Cross	TG	330.00
Arby's - Yankton, SD	ML	32.76
AWWA	TG	222.00
Blue to Gold	TG	125.00
Casey's - Yankton, SD	GS	38.70
Conoco - Wall, SD	GS	48.48
Constant Contact	MS	20.00
Courtyard by Marriot - SD	TG	273.05
Dairy Queen - Wall, SD	ML	37.47
Decker Sports	UN	3,982.00
Dragon Palace	ML	139.72
Emergency Solutions	MS	167.00
Fast Mart	SE	10.00
Forensics Source	SU	121.74
Foreup.com	SE	499.80
GoDaddy.com	MS	50.16
GrowNebraska	TG	100.00
Heartland Cust Solutions	SU	198.74
The Home Depot	SU	209.32
IACP	MS	445.00

Interstate Powersystem	OP	762.55	
McMaster Carr	BU	174.15	
Microsoft	MS	239.46	
NE County Attor	TG	175.00	
Nebraska NA S	TG	150.00	
OK Newspapers	MS	1.00	
Runza	ML	134.11	
Sam's Club	SU	1,773.66	
Seward County DMV	MS	17.00	
Shell Oil - Mitchell, SD	GS	31.48	
SmartSign	SU	45.55	
Sparetime	ML	111.00	
Speedway - Chamberlain, SD	GS	27.70	
Square Hardware	SU	210.70	
Stalker Radar	EQ	19.95	
Stauffer's Café - Lincoln	ML	175.00	
Taco John's - Norfolk, NE	ML	44.62	
Tracfone	SE	28.70	
ULINE	SU	666.97	
Univ of NE Event	TG	95.00	
USPS	PO	103.84	
Valentino's	ML	108.75	
Walmart	SU	936.95	
Webstaurant Store	EQ	224.71	
Zoom	MS	17.19	
City Seward Buildings/Gr	OP		3,000.00
City Seward Electric Fund	UT		37,640.36
City Seward General Fund	TR		312,353.08
City Seward Library Petty	PO		148.51
City Seward Payroll Accou	SA		227,760.24
Commonwealth Electric Co	BU		498.00
Constellation Newenergy	UT		1,300.33
Core Robert	OP		90.00
Davila Rudy	SE		4,615.00
Ehlers Electronics	BU		790.00
Fastenal Company	SU		1,224.32
Firstar Fiber Inc	SE		614.57
Garland Youth Sports	MS		25.00
Gehring Construction	CI		168,730.65
Grainger Inc	TO		43.66
Hilder Implement Inc	RE		369.15
HireRight LLC	SE		36.75
Hornung's	MH		110.75
Husker Electric Supply Co	SU		1,561.70
JEO Consulting Group	SE		4,177.50
Jones Bank	MC		538.68
K & Z Distributing	SU		306.50
Last Mile Network Consult	IT		75.30
Lincoln Patio & Awning	GU		2,325.00
Lincoln Tree Service Inc	SE		6,050.00

Mcmillan Launa	DO	350.00
Memorial Health-Drug	SE	292.00
Menards North	GU	461.39
Metering & Technology Sol	OP	667.76
Mid-American Benefits Inc	BE	1,451.69
Midwest Auto Parts	RE	455.50
Midwest Turf & Irrigation	RE	1,178.81
Municipal Supply Omaha	RE	505.25
Nebraska D A S Acct Ocio	MA	245.00
Nebraska Generator	RE	2,372.21
Nebraska Golf Association	MS	69.00
Nebraska Health Lab	MA	303.00
Nextlink	SE	700.00
Norris Public Power Distr	UT	1,202.74
Northern Safety Co Inc	SU	507.48
Olsson	CI	2,738.79
Orscheln Farm & Home	SU	474.39
Overhead Door Co-Lincoln	BU	1,002.12
Pavers Inc	CI	786.40
Principal Financial Group	BE	2,436.96
Quality Brands Of Lincoln	SU	414.05
Ruether Larry L	OP	90.00
Schemmer Architects Engin	CI	9,669.71
Seward Lumber & Home Cent	BU	167.52
Short Elliott Hendrickson	CI	119,067.37
Siteone Landscape Supply	SU	1,008.22
Southeast Comm-Lincoln	TG	2,500.00
Sparetime Lounge & Grill	ML	576.00
State Distributing Co	SU	171.44
Time Warner/Spectrum	SE	809.41
U S Cellular	SE	212.63
Uribe Refuse Services Inc	SE	120.00
VABA	MS	300.00
Vessco Inc	OP	1,726.45
Wesco Distribution Inc	IV	64,365.63
White Cap	CI	2,784.24
	CLAIMS TOTAL	\$1,118,710.75

2. Draft Minutes of April 18, 2023, City Council Meeting

**April 18, 2023**

The Seward City Council met at 7:00 p.m. on Tuesday, April 18, 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 (arrived at 7:02 p.m.), Karl Miller, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Electric Superintendent Larry Ruether, City Engineer Mike Oneby, Water/Wastewater Director Brandon Koll, 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 Stryson, seconded by Councilmember Wergin.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,111,398.20)
4. Police Department Report
5. Draft Minutes of April 4, 2023, Council Meeting

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

Nay: None. Absent: Kolterman. Motion carried.

Councilmember Kolterman arrived at 7:02 p.m.

**ADMINISTRATIVE ITEMS**

**1. SEWARD FOUNDATION APPLICATIONS:**

**A. SEWARD ARTS COUNCIL – SUMMER MUSIC SERIES - \$9,300 REQUESTED**

Alison Koch and Jeanne Wiemer, representing the Seward Arts Council, were present to describe the application. The request will serve as start-up funds for the proposed music series.

Councilmember Singleton moved, seconded by Councilmember Stryson to forward the application to the Seward Foundation for consideration of funding.

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

Nay: None. Motion carried.

**2. CONSIDERATION OF A REQUEST FROM THE NEBRASKA LIQUOR CONTROL COMMISSION ON BEHALF OF H&H RECREATION, INC. (SPARETIME) TO ALLOW FOR AN ADDITION TO THE EXISTING LIQUOR LICENSE TO INCLUDE RENOVATED OUTDOOR AREA**

City Clerk Bargmann noted this request was to accommodate the outdoor renovations taking place on site and would update the license to include these areas.

Councilmember Stryson moved, seconded by Councilmember Kahler, to approve the requested revision to H&H Recreation Inc's liquor license as presented and forward to the Nebraska Liquor Control Commission.

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

Nay: None. Motion carried.

**3. CONSIDERATION OF A RESOLUTION TO ADJUST BURN SITE FEES TO POSSESS A KEY, EFFECTIVE IMMEDIATELY FOR NEW USERS AND JANUARY 1, 2024, FOR CURRENT HOLDERS**

City Administrator Butcher noted a request to draft a resolution with the commercial fee set at \$500 annually was requested at the April 4<sup>th</sup> meeting. Additionally, the resolution presented updated language from Resolution 26-12 including revision of the daily use fees to be 1/5 of the annual fee (mirroring Res. No. 26-12).

Councilmember Singleton introduced **Resolution 2023-3**, to adjust commercial burn site fees for daily and annual use. Councilmember Kolterman moved, seconded by Councilmember Wergin to approve Resolution 2023-3.

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

Nay: None. Motion carried.

**4. CONSIDERATION OF A RESOLUTION DIRECTING THE CONVEYANCE OF REAL PROPERTY, LEGALLY DESCRIBED AS LOT**

April 18, 2023

1. SUMMIT ADDITION, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA TO SUMMIT CONTRACTING, INC.

City Administrator Butcher identified that the City was approached by the purchaser about a small triangular shaped parcel of property to the west of Tenneco. City Administration determined the property had little use to the City; therefore, a purchase agreement for \$1,000 was drafted by City Attorney Hoffschneider. Due to the value of the conveyance being less than \$5,000, the Council will need to approve by resolution to complete the sale.

Councilmember Kolterman introduced **Resolution 2023-4**, to approve conveyance of said property to Summit Contracting as per the purchase agreement. Councilmember Wergin moved, seconded by Councilmember Stryson to approve Resolution 2023-4.

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

5. ITEMS RELATED TO CONSTRUCTION OF THE SOUTH WATER TOWER:

A. CONSIDERATION OF A CONSTRUCTION CONTRACT WITH GENERAL EXCAVATING FOR UTILITIES/SITE WORK AND AUTHORIZATION FOR MAYOR TO SIGN ALL DOCUMENTS

City Engineer Oneby identified General Excavating as the firm selected to perform Utilities/Site Work at the April 4<sup>th</sup> Council meeting. The contract is for \$696,785 with completion in 2-3 months.

Councilmember Singleton moved, seconded by Councilmember Miller, to approve the construction contract with General Excavating to complete utilities/site work for \$696,785 as presented.

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

B. AMENDMENT #3 TO THE PROFESSIONAL SERVICESE AGREEMENT FOR ENGINEERING SERVICES WITH OLSSON, INC.

City Engineer Oneby indicated the work would be for construction oversight services for the water tower construction project, including examination of materials used, testing of concrete quality, and quality control for all phases of project. The not-to-exceed amount is \$232,000 for these services.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to approve amendment #3 to the professional services agreement with Olsson, Inc. for construction oversight services for the not-to-exceed amount of \$232,000 as presented.

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

6. ITEMS RELATED TO CITY PERSONNEL:

A. UPDATE TO THE FINANCE DIRECTOR/TREASURER JOB DESCRIPTION

Current Finance Director/Treasurer Nick Wolf has submitted his resignation effective May 15, 2023. As such, the job description was reviewed with updates suggested to reflect current responsibilities.

Councilmember Kolterman moved, seconded by Councilmember Stryson, to approve the updated Finance Director/Treasurer job description as presented.

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

B. CONSIDERATION OF AN ORDINANCE TO AMEND THE ‘ELECTRIC LINEMAN, JOURNEYMAN LINEMAN, ELECTRIC LINE CREW CHIEF, ELECTRIC SUPERINTENDENT’ PAY LINES

City Administrator Butcher identified an ongoing issue is retention within the Electric Department, with multiple employees leaving for Lincoln Electric System (LES) over the years. Currently multiple employees have been targeted for recruiting and were pondering lucrative offers to leave. Consequently—and in consultation with Mayor Eickmeier, City Clerk Bargmann, Electric Superintendent Ruether—the pay lines for comparable positions within the City to an array of like cities and like entities (LES, OPPD, Norris) have been examined. City Administration realizes this is a unique issue because there are comparable public entities courting current employees, unlike many of the other positions within the City. Further, it was noted that the City should consider at least a \$4 an hour raise for the above positions to remain competitive with like cities and possibly up to a \$10 an hour raise to remain competitive with like entities. The objective is not only to retain highly skilled and experienced employees, but to recruit talented individuals should openings be available. A salary array, expected

April 18, 2023

budget costs to the City per approval of a \$1 an hour through a \$10 an hour raise, and a drafted ordinance with a midpoint amount of \$5 an hour raise was presented to the Council for review.

Electric Superintendent Ruether opined a raise of \$5 an hour for the above positions would not be enough to retain the targeted employees. He continued that it takes multiple years for a new lineman to gain familiarity with our City and experience in the field; therefore, the loss of multiple employees would be a big blow to operations in the short- and medium-term. City Administrator Butcher noted another issue for the City to ponder is how an electric employee cascades the step system—currently it is on annual basis, rather than by completion of merchant testing unlike public competitors. Electric Line Crew Chief Jared Hochstein and Journeyman Lineman Alan Cihal were present and concurred with Ruether that a loss of multiple employees would greatly affect the ability of the department to complete work in a timely, efficient manner.

Councilmember Singleton queried how the additional cost of a \$10 raise for these positions (seven employees) would be accounted for in the budget. City Administrator Butcher responded the operations/maintenance line item is currently well within limits; therefore, it could be accounted for within these lines and the cumulative budget would still be within limits. Councilmember Miller agreed this particular situation was outside the confines of typical comparability and believes a \$5 an hour raise would not be enough to retain or recruit employees to the department. Councilmember Stryson opined an increase in wages would be a good use of taxpayer's funds because it would maintain efficiency in City operations. Finally, City Administrator Butcher reaffirmed his confidence a \$10 an hour raise for these employees would not cause the department's budget to be overspent.

Councilmember Singleton introduced Ordinance No. 2023-9. Councilmember Miller moved, seconded by Councilmember Tonniges to dispense with the statutory rule.

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

Councilmember Kolterman moved, seconded by Councilmember Singleton, to amend the drafted ordinance to approve a \$10 an hour increase for employees under the classification of Electric Lineman, Journeyman Lineman, Electric Line Crew Chief and Electric Superintendent.

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

Councilmember Wilken 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. 2023-9 as amended**, AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

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

#### 7. UPDATE ON WASTEWATER TREATMENT PLANT, PRESENTATION BY PROJECT ENGINEER SEH ENGINEERING

Colin Marcusen, Project Manager from SEH Engineering, offered a PowerPoint presentation regarding the current progress of the Wastewater Treatment Plant Improvements Project. The 60% design was completed in late February with 90% of design completion expected by end of May. Construction will expect to be bid in Fall 2023. Of note, Mr. Marcusen indicated expected costs have risen from around \$25 million to nearly \$39 million due to inflation, increased labor costs, supply chain issues, and scarcity of resources. Mr. Butcher indicated the City is currently reviewing project costs and considering grants, loans or other funding sources to minimize rate increases.

**April 18, 2023**

This was a presentation item; therefore, no Council action was taken.

**8. UPDATE ON THE WELLNESS CENTER**

City Administrator Greg Butcher announced Joel Brase has accepted an offer for the Wellness Center Executive Director position and was expected to begin on Jun 26<sup>th</sup>. Further, it was noted the layout of the building had changed to reduce the height of the facility, but to include the same proposed offerings. These changes are proposed to maximize the building's return on investment and functionality. Lastly, it is expected a presentation on the project's current progress will occur at the May 16<sup>th</sup> Council meeting.

**A. CONSIDERATION OF AN AGREEMENT WITH SAMPSON CONSTRUCTION FOR CONSTRUCTION-MANAGER-AT RISK SERVICES**

The City Council had previously approved a recommendation to award a construction-manager-at-risk agreement with Sampson Construction at the March 7, 2023 meeting.

Councilmember Stryson moved, seconded by Councilmember Kolterman, approved the agreement with Sampson Construction for Construction-Manager-At-Risk Services for the Wellness Center project as presented.

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

**CITY ADMINISTRATOR'S REPORT**

Councilmember Wergin moved, seconded by Councilmember Stryson, that City Administrator Butcher's report of April 18, 2023, be accepted.

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

**STRATEGY SESSION**

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

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

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

Mayor Eickmeier stated the Council has voted to go into closed session at 9:05 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 9:11 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the executive session.

**MOTION TO ADJOURN**

Councilmember Singleton moved, seconded by Councilmember Wergin, that the April 18, 2023, City Council Meeting be adjourned.

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

Adjourned approximately 9:12 p.m.

THE CITY OF SEWARD, NEBRASKA

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

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

**ADMINISTRATIVE ITEMS**

1. Consideration of a Memorandum of Understanding with the Seward Arts Council for Creative District Designation - City Administrator Butcher

**MEMORANDUM OF UNDERSTANDING**

**PARTIES:**

This Creative District Memorandum of Understanding is entered into on \_\_\_\_\_, by and between the Seward Arts Council (SAC) and the City of Seward (City).

**Purpose:**

This Creative District MOU Agreement is entered into for the following reason:  
To clarify the communication and engagement with the communities served, so that the Seward Arts Council and the City of Seward in a collaborative effort will benefit both organizations and communities to the fullest degree.

Whereas the Neb. Rev. Stat. Sec. 83-312(5) authorizes the Nebraska Arts Council to establish Creative Districts in a geographically contiguous area, that promotes: (a) artistic or cultural activities or facilities; educational uses of artistic or cultural activities or sites; and (b) unique or niche areas, activities, events, facilities, or sites.

**Responsibilities of the Parties:**

1. The Seward Arts Council and the City of Seward agree to share a common interest in promoting arts and culture intended to catalyze economic and workforce development initiatives in the City of Seward, Nebraska.
2. The Seward Arts Council shall be the Creative District Administrator, by and through its Executive Director as appointed by the Board of Directors of the organization. The City of Seward shall assume the fiscal responsibility for the grant programs associated with the Creative District program entity. The Creative District Administrator of the SAC will be compensated for incurred administrative costs. These costs will be covered by the Creative District grants and future funding sources.
3. The Seward Arts Council shall reimburse the City of Seward for any grant funds which shall be required by the City to be remitted to any granting authority in relationship to the Creative District, less any funds held at that time by the City for such purpose.

**SIGNATURES and DATE:**

**SEWARD ARTS COUNCIL**

**CITY OF SEWARD**

**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

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

2. Consideration of Seward County E911 Interlocal Budget for Fiscal Year 2023-2024 -  
E911 Director Conradt

## Seward County Nebraska 2023-2024 Budget Form

Line No.	<b>E911 FUND 65300 2910</b>	Actual Expenditures 2021-2022 (Column 1)	Actual Expenditures 2022-2023 (Column 2)	Budgeted for 2022-2023 (Column 3)	Budget Requested for 2023-2024 (Column 4)	Budget Adopted 2023-2024 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	10100 Official's Salary	\$ 59,491.00		\$ 69,888.00	\$ 71,988.80	
4	10200 Deputy's Salary					
5	10342 Dispatcher Salary	\$ 320,994.00		\$ 449,512.00	\$ 463,000.00	
6	10505 O/T & Holiday Pay	\$ 65,880.00		\$ 45,000.00	\$ 65,000.00	
7	10801 Workman's Comp	\$ 1,341.00		\$ 1,300.00	\$ 2,000.00	
8	10802 Health Insurance	\$ 94,282.00		\$ 150,000.00	\$ 150,000.00	
9	10900 Retirement Co-Share	\$ 30,139.00		\$ 34,750.00	\$ 36,500.00	
10	11000 FICA - County Share	\$ 31,062.00		\$ 39,500.00	\$ 41,000.00	
11	11100 Uniform Allowance			\$ 750.00	\$ 750.00	
12	11300 Other Personal Service (secretary payment)	\$ 400.00		\$ 800.00	\$ 800.00	
13	20100 Postal Service	\$ 69.00		\$ 200.00	\$ 200.00	
14	20200 Telephone Service	\$ 18,638.00		\$ 18,000.00	\$ 18,000.00	
15	20400 Radio & Telephone Maintenance	\$ 31,877.00		\$ 23,000.00	\$ 23,000.00	
16	20500 Utilities	\$ 1,013.00		\$ 2,000.00	\$ 2,000.00	
17	20501 Electricity	\$ 6,212.00		\$ 7,000.00	\$ 7,000.00	
18						
19	Total Operating (Lines 3 to 18)	\$ 661,398.00	\$ -	\$ 841,700.00	\$ 881,238.80	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26						
27	50235 Communications Equipment	\$ 3,576.00		\$ 2,500.00	\$ 2,500.00	
28	50311 Radio Equipment	\$ 71.00				
29	50500 Office Equipment	\$ 207.00		\$ 4,700.00	\$ 4,700.00	
30	60300 Sinking Fund	\$ 30,058.00				
31	Total Capital Outlay (Lines 21 to 30)	\$ 33,912.00	\$ -	\$ 7,200.00	\$ 7,200.00	\$ -
	<u>Total of this Page Only</u>	\$ 695,310.00	\$ -	\$ 848,900.00	\$ 888,438.80	\$ -
	Cost for NON Wage Items			\$ 210,250.00	\$ 210,950.00	

**Seward County Nebraska 2023-2024 Budget Form**

Line No.	E911 FUND(Cont) 2910	Actual Expenditures 2021-2022 (Column 1)	Actual Expenditures 2022-2023 (Column 2)	Budgeted for 2022-2023 (Column 3)	Budget Requested for 2023-2024 (Column 4)	Budget Adopted 2023-2024 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	20600 Insurance Premium	\$ 3,975.00		\$ 3,350.00	\$ 4,200.00	
4	21200 Office Equipment Repair			\$ 1,000.00	\$ 1,000.00	
5	21700 Travel	\$ 1,015.00		\$ 3,000.00	\$ 5,500.00	
6	21750 Training	\$ 1,260.00		\$ 5,000.00	\$ 5,000.00	
7	21801 Dues/Sub/Registrations	\$ 1,079.00		\$ 1,500.00	\$ 1,500.00	
8	22000 Printing & Publishing	\$ 161.00		\$ 300.00	\$ 300.00	
9	22400 Legal/Professional Services					
10	27359 Mapping costs/AVL Maintenance	\$ 3,472.00		\$ 3,500.00	\$ 3,500.00	
11	29900 Misc.	\$ 24.00		\$ 350.00	\$ 350.00	
12	30100 Supplies	\$ 2,501.00		\$ 3,000.00	\$ 3,000.00	
13	40206 Communication Equipment Rental	\$ 13,169.00		\$ 12,000.00	\$ 13,500.00	
14						
15						
16						
17						
18						
19	Total Operating (Lines 3 to 18)	\$ 26,656.00	\$ -	\$ 33,000.00	\$ 37,850.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26						
27	60300 Transfer					
28						
29						
30						
31	Total Capital Outlay (Lines 21 to 30)	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total of this Page Only</b>	\$ 26,656.00	\$ -	\$ 33,000.00	\$ 37,850.00	\$ -
	<b>Total of E911 Fund pages 1 &amp; 2</b>	\$ 721,966.00	\$ -	\$ 881,900.00	\$ 926,288.80	\$ -
	Percent Change from last FY to this year's request				5.03%	
	Cost for NON Wage Items Page 1 & 2			\$ 243,250.00	\$ 248,800.00	
	Percent Change for NON Wage items				2.28%	

**Seward County Nebraska 2023-2024 Budget Form**

Line No.	<b>E911 GRANT FUND 2502</b>	Actual Expenditures 2021-2022 (Column 1)	Actual Expenditures 2022-2023 (Column 2)	Budgeted for 2022-2023 (Column 3)	Budget Requested for 2023-2024 (Column 4)	Budget Adopted 2023-2024 (Column 5)
1	<b>EXPENDITURES</b>					
2	Operating:					
3	65300-11300 Other Personal Service	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	
4	65300-20200 Telephone System	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00	
5	65300-29900 Misc.	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19	Total Operating (Lines 3 to 18)	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26	69300-50235 Homeland Security Grant Expense					
27	69300-50500 Equipment					
28	70200 Transfer					
29						
30						
31	Total Capital Outlay (Lines 21 to 30)	\$ -	\$ -	\$ -	\$ -	\$ -
	Total of Page	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00	\$ -
	Percent Change from last FY to this year's request				0.00%	

## Seward County Nebraska 2023-2024 Budget Form

Line No.	<b>911 WIRELESS SERVICE FUND 2913</b>	Actual Expenditures 2021-2022 (Column 1)	Actual Expenditures 2022-2023 (Column 2)	Budgeted for 2022-2023 (Column 3)	Budget Requested for 2023-2024 (Column 4)	Budget Adopted 2023-2024 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	65300-10342 Dispatcher Salary			\$ 50,000.00	\$ 50,000.00	
4	65300-20200 Telephone System	\$ 31,496.00	\$ 21,105.38	\$ 50,000.00	\$ 50,000.00	
5	65300-21200 Maintenance (Agreements)		\$ 12,991.39	\$ 50,000.00	\$ 50,000.00	
6	65300-27350 Mapping	\$ 13,005.00	\$ 4,256.14	\$ 50,000.00	\$ 50,000.00	
7	65300-29900 Misc.			\$ 50,000.00	\$ 50,000.00	
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19	Total Operating (Lines 3 to 18)	\$ 44,501.00	\$ 38,352.91	\$ 250,000.00	\$ 250,000.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26	65300-50500 Equipment	\$ 20,000.00				\$ -
27						
28						
29						
30						
31	Total Capital Outlay (Lines 21 to 30)	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
	Total of Page	\$ 64,501.00	\$ 38,352.91	\$ 250,000.00	\$ 250,000.00	\$ -
	Percent Change from last FY to this year's request				0.00%	

**Seward County Nebraska 2023-2024 Budget Form**

Line No.	<b>911 WIRELESS SET ASIDE FUND 2914</b>	Actual Expenditures 2021-2022 (Column 1)	Actual Expenditures 2022-2023 (Column 2)	Budgeted for 2022-2023 (Column 3)	Budget Requested for 2023-2024 (Column 4)	Budget Adopted 2023-2024 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	65300 20200 Phone System		\$ -			
4	65300 29900 Misc.		\$ 21,947.29	\$ 300,000.00	\$ 300,000.00	
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19	Total Operating (Lines 3 to 18)	\$ -	\$ 21,947.29	\$ 300,000.00	\$ 300,000.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26						\$ -
27						
28						
29						
30						
31	Total Capital Outlay (Lines 21 to 30)	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total of Page</b>	\$ -	\$ 21,947.29	\$ 300,000.00	\$ 300,000.00	\$ -
	Percent Change from last FY to this year's request				0.00%	

**SEWARD COUNTY**  
**BUDGET REQUEST FOR EQUIPMENT**  
**FISCAL YEAR 2023-2024**

**Office name:** Seward County Communications

- 1 ITEM(S) REQUESTED:
- A. 1 Station Monitors and PC Replacement in 911 Center
  - B. PC Maintenance from Soaringroup
  - C. State of NE SRS & NCIC, NRIN
  - D. E911 Printer/Copier

2 REASON REQUESTED:

- To replace obsolete item \_\_\_\_\_
- To replace worn out item \_\_\_\_\_
- To serve new or expanded program \_\_\_\_\_
- Other (Regular equipment expenses) X

3 EXPLAIN Replace a stations Monitors and PC, Monthly PC Maintenance Fee,  
License Fees for SRS and NCIC from State of Nebraksa  
Rental Fees for E911 Printer/Copier

If more lines are needed, attach add'l sheet

4 COST CALCULATIONS:

Estimated cost of item 1 2000

Estimated cost of item 1 2700

Estimated cost of item 1 12500

Estimated cost of item 1 900

**TOTAL**                      **\$18,100.00** (This should match the amount budgeted on your equipment line of your budget)

\_\_\_\_\_  
Name of County Official

\_\_\_\_\_  
Date

# SEWARD COUNTY

## SINKING FUND

FISCAL YEAR 2023-2024

**Office name:** Seward County Communications

- 1 ITEM(S) REQUESTED:
- A. Tower Light
  - B. Laptop Replacement
  - C. \_\_\_\_\_
  - D. \_\_\_\_\_

2 REASON REQUESTED:

- To replace obsolete item \_\_\_\_\_
- To replace worn out item X
- To serve new or expanded program \_\_\_\_\_
- Other (Regular equipment expenses) X

3 EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If more lines are needed, attach add'l sheet

4 COST CALCULATIONS:

Estimated cost of item A \$3,720

Estimated cost of item B \$1,700

Estimated cost of item C \_\_\_\_\_

Estimated cost of item D \_\_\_\_\_

**TOTAL** **\$5,420.00**

(This should match the amount budgeted on your SINKING LINE ITEM of your budget)

\_\_\_\_\_  
Name of County Official

\_\_\_\_\_  
Date

**COUNTY OF SEWARD  
BUDGET REQUEST FOR PERSONNEL  
FISCAL YEAR 2023-2044**

OFFICE NAME: Seward County Communications

<u>Please Use a Line for Each Current Employee or List "VACANT"</u>	<b>Hire Date</b>	<b>Present Hrly/Salary Wage</b>	<b>New Wage for 2023-2024 Fiscal Year</b>	<b>% change from Prior Year</b>	<b># of Hours per week</b>	<b>Annual salary</b>	<b>Comments</b>
<b>Sample</b> (Do not use this line)	1/1/15	\$15.00	\$15.30	2.00%	40.00	\$31,824.00	
Spencer Conradt	1/26/22	\$33.60	\$34.61	3.01%	40.00	\$71,988.80	
Kate Beard	11/1/11	\$22.50	\$22.50	0.00%	40.00	\$46,800.00	Receive 3% increase on anniversary date 7/9/23
Renee Dinkelman	11/1/21	\$20.85	\$21.47	2.97%	40.00	\$44,657.60	
David Doeden	5/20/16	\$21.26	\$21.90	3.01%	40.00	\$45,552.00	
Macey Griggs	4/19/21	\$20.39	\$21.00	2.99%	40.00	\$43,680.00	
Jesse Hartshorn	8/9/21	\$20.45	\$21.06	2.98%	40.00	\$43,804.80	
Nancy Kavulak	9/12/06	\$23.69	\$24.40	3.00%	40.00	\$50,752.00	
Sandra Meisman	8/3/09	\$21.63	\$22.28	3.01%	40.00	\$46,342.40	
Jensen Schulz	10/18/21	\$20.45	\$21.06	2.98%	40.00	\$43,804.80	
Vicki Radke	9/12/22	\$19.76	\$19.76	0.00%	40.00	\$41,100.80	Receive 3% increase on anniversary date 9/12/23
Ellyn Rosenberg	3/21/23	\$19.76	\$19.76	0.00%	40.00	\$41,100.80	Receive 3% increase on anniversary date 3/21/24
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
<b>Total Salaries</b>						<b>\$519,584.00</b>	

3. Consideration to Approve Historic Courthouse Downtown Signage - Jonathan Jank, President & CEO, Seward County Chamber & Development Partnership

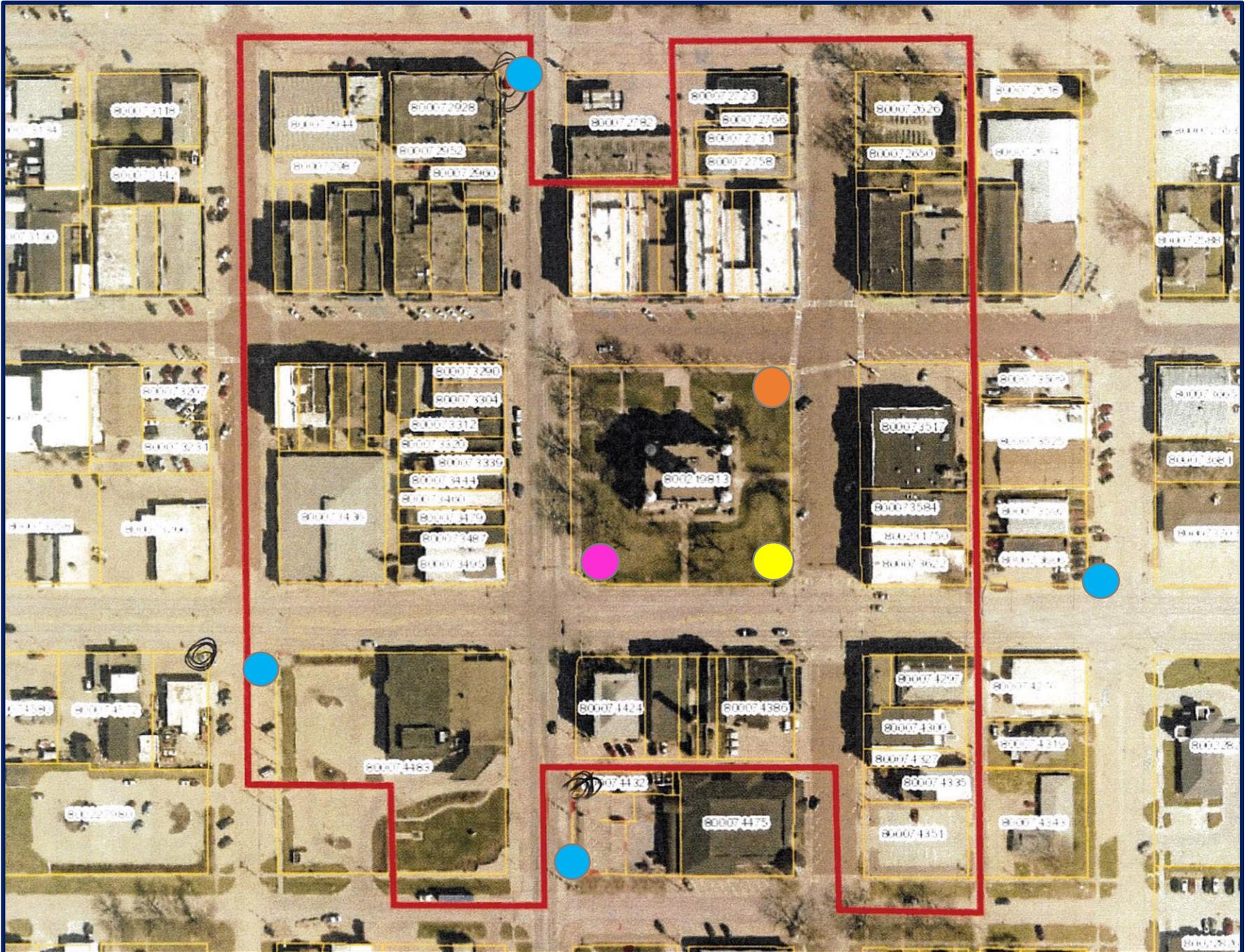
# Seward County Historic Courthouse District

Signage Proposal

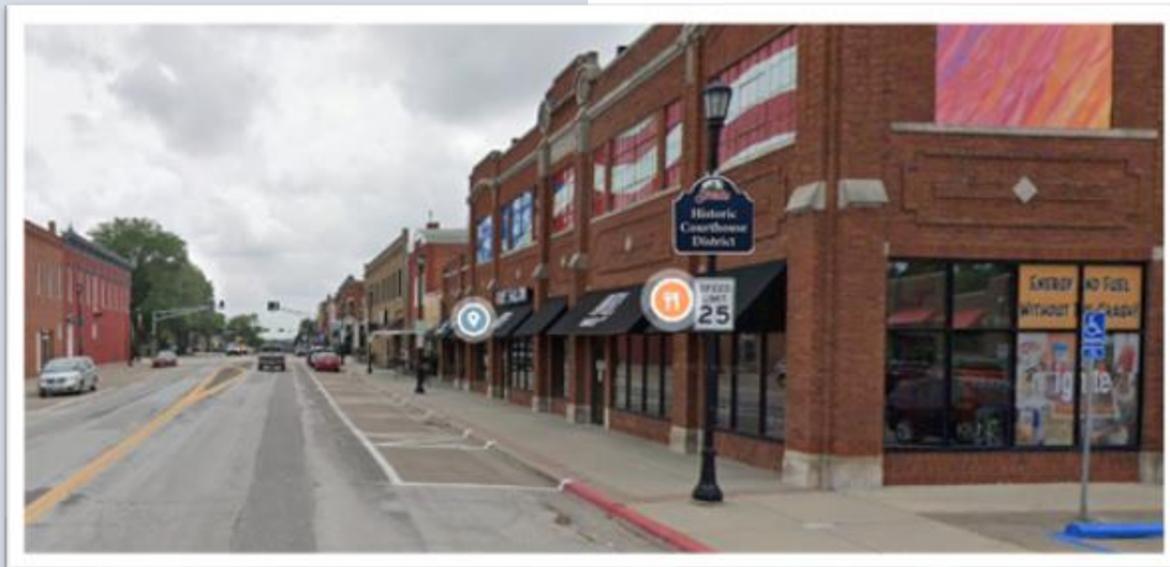
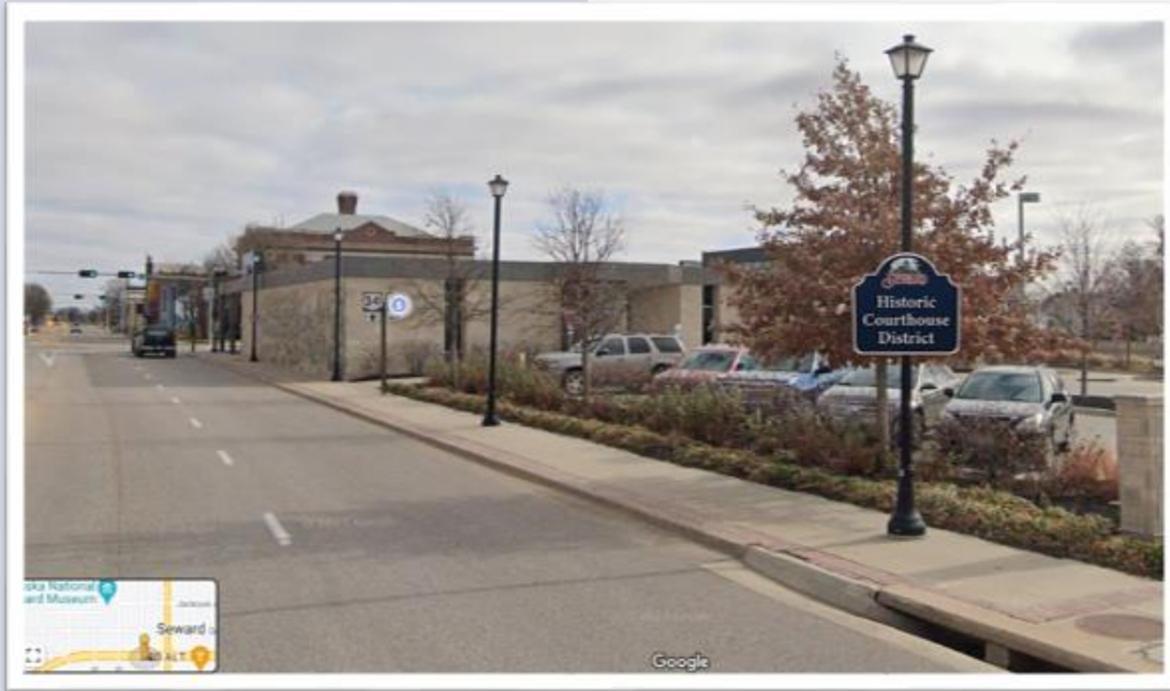


# Historic District Sign Placement

-  Courthouse District State Historical Marker
-  Wayfinding Direction Map
-  Historic Courthouse District Entry Signs
-  Existing July 4th State Historical Marker

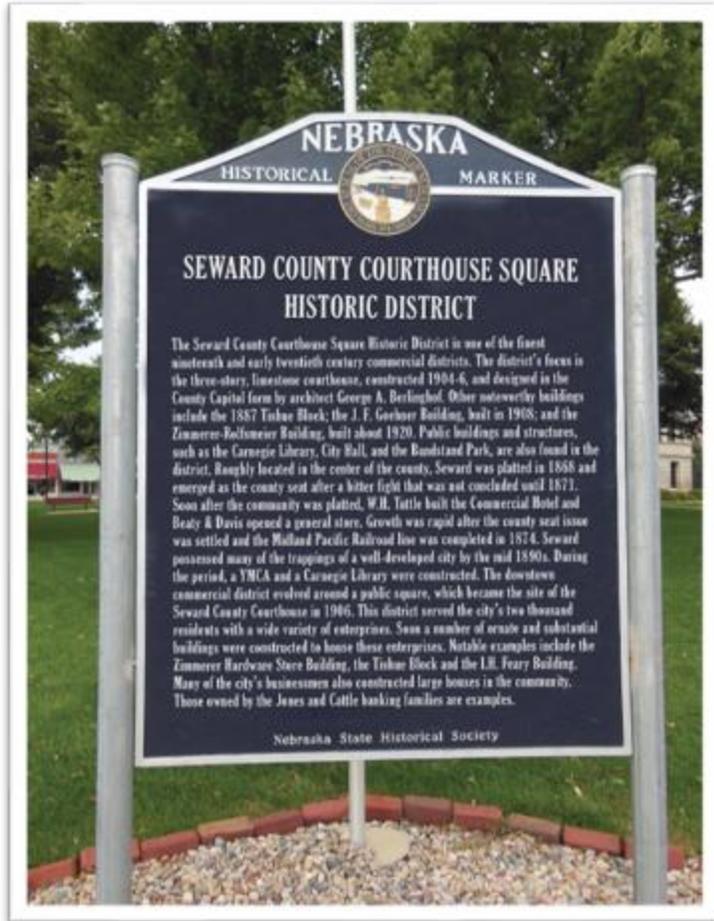


# Historic Courthouse District



Historic Courthouse District signs will be attached to the black lamp posts at the north, south, east and west entry points to the district.

# State Historical Marker



The blue State Historical marker will be placed at the Southeast corner of the courthouse square lawn.

# Wayfinding Direction Sign

**SEWARD**

**Historic District**

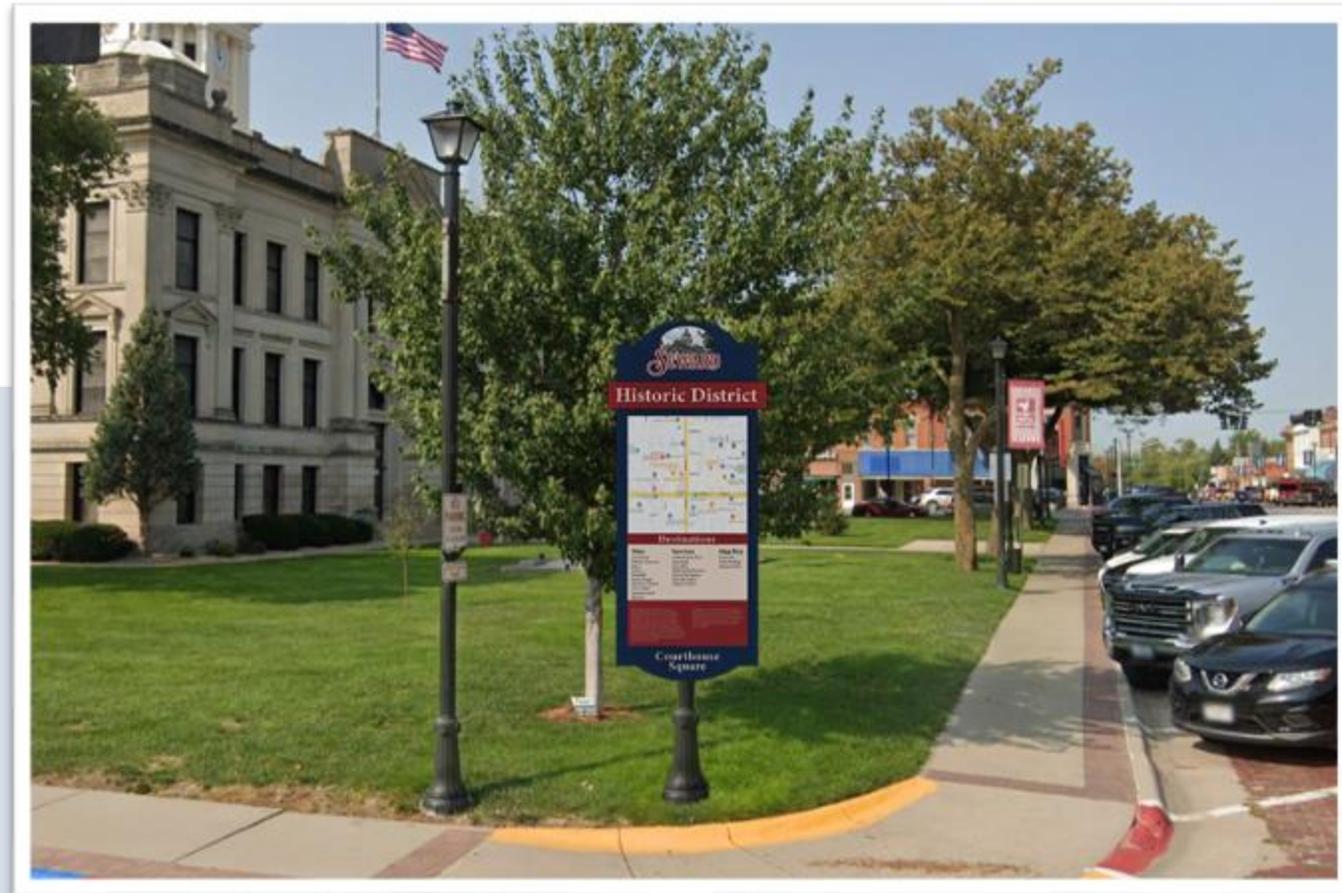
**Destinations**

Sites	Services	Map Key
Courthouse	Cattle Bank & Trust	Restrooms
William H. Seward Statue	Jones Bank	Public Parking
Library	Post Office	Transportation
Bandshell	Bottle Rocket Brewery	
Rivoli Theatre	Cafe on the Square	
Old Glory Theatre	Red Path Gallery	
Civic Center	Chapters Books	
National Guard Museum		

**Courthouse Square**

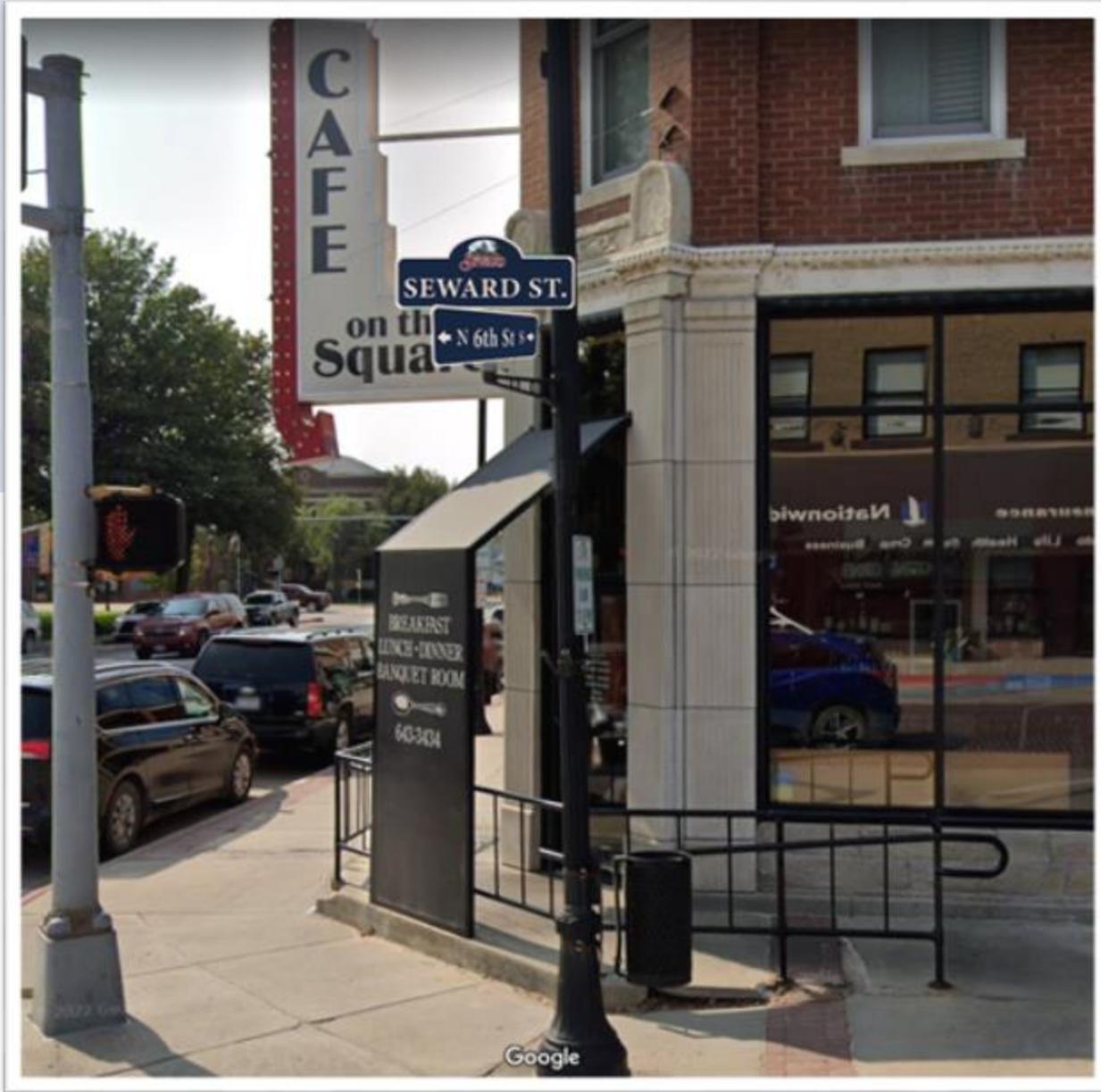
The Seward County Courthouse Square Historic District is one of the finest nineteenth and early twentieth century commercial districts. The district's focus is the three-story, limestone courthouse, constructed 1894-6, and designed in the County Capitol form by architect George A. Berlinghoff. Other noteworthy buildings include the 1887 Tabor Block; the J. P. Goehner Building, built in 1905; and the Zimmerman-Buchanan Building, built about 1920. Public buildings and structures, such as the Carnegie Library, City Hall, and the Bandstand Park, are also found in the district.

On August 11, 1994 the Seward Municipal Band played their first concert in their newly constructed home, the "Bandshell," also known as the Seward Bandshell. The land on which the bandshell sits was given to the City of Seward by Mr. J.C. Thomas, so that a community band would always have a place to perform.



Located on the Northeast corner of the square

# Street Signs



Replace various street signs in historic downtown district with unique design to match Historic Seward Square signs.

# Project Budget Includes

## Income

Street Department Budget of \$600

Seward County Visitors Bureau of \$2,500

Private Fundraising

## Expenses

Four North, south, east, and west will have Courthouse Square Historic District signs (with no wayfinding) on historic lampposts at \$3,000 total

Eight replacements of various street signs in historic downtown district with unique design to match Courthouse Square Historic District signs at \$600 total

One wayfinding/points of interest sign on the northeast corner of courthouse at \$6,500 total

One historic marker on the southeast corner of courthouse at \$4,400 total

**Total expenses are \$14,500**



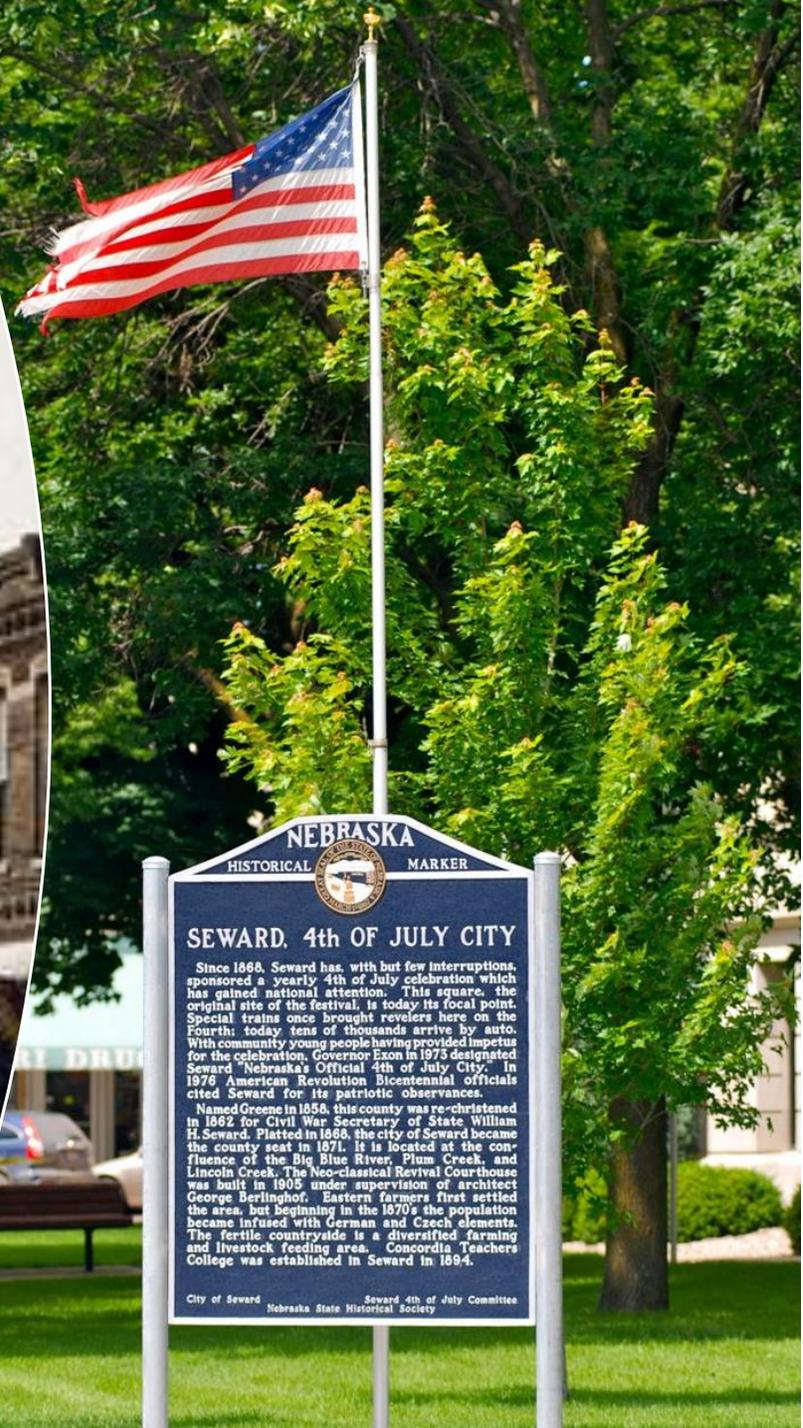


**Phase 2**

Thank you



West Side of Square



SEWARD, 4th OF JULY CITY

Since 1868, Seward has, with but few interruptions, sponsored a yearly 4th of July celebration which has gained national attention. This square, the original site of the festival, is today its focal point. Special trains once brought revelers here on the Fourth; today tens of thousands arrive by auto. With community young people having provided impetus for the celebration, Governor Exon in 1975 designated Seward "Nebraska's Official 4th of July City." In 1976, American Revolution Bicentennial officials cited Seward for its patriotic observances.

Named Greene in 1858, this county was re-christened in 1862 for Civil War Secretary of State William H. Seward. Platted in 1868, the city of Seward became the county seat in 1871. It is located at the confluence of the Big Blue River, Plum Creek, and Lincoln Creek. The Neo-classical Revival Courthouse was built in 1905 under supervision of architect George Berlinghof. Eastern farmers first settled the area, but beginning in the 1870's the population became infused with German and Czech elements. The fertile countryside is a diversified farming and livestock feeding area. Concordia Teachers College was established in Seward in 1894.



**SEWARD**

**Historic  
District  
Courthouse  
Square**



**SEWARD**

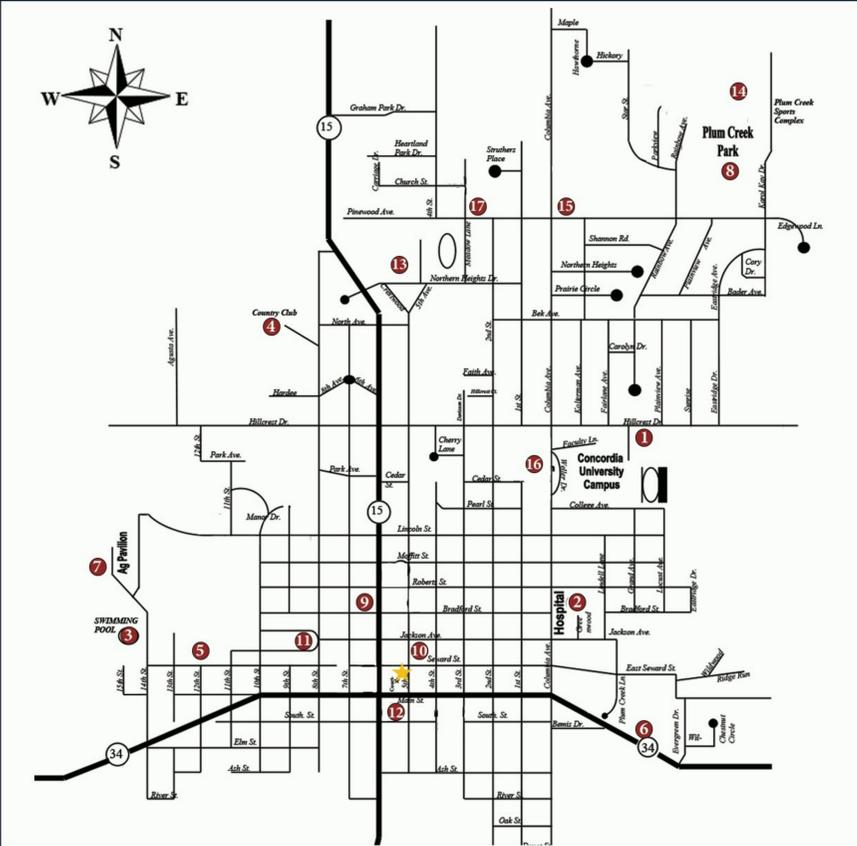
**SEWARD ST.**



← N 6th St S →



# Historic District



## Destinations

- |  |                                    |
|--|------------------------------------|
| 1. Concordia University - Walz Arena     | 10. Seward Band Shell              |
| 2. Memorial Health Care Systems Hospital | 11. Nebraska National Guard Museum |
| 3. Dowding Swimming Pool                 | 12. Seward Memorial Library        |
| 4. Seward Golf Course                    | 13. Seward High School             |
| 5. Hughes Brothers - Museum              | 14. Seward Middle School           |
| 6. Avenue of Flags                       | 15. Seward Elementary              |
| 7. Seward County Fair Grounds            | 16. St. John's School              |
| 8. Plum Creek Park                       | 17. St. Vincent de Paul School     |
| 9. Seward Civic Center                   | ★ Courthouse Square                |

- COURTHOUSE ↗
- LIBRARY ↑
- CITY HALL ↑
- BAND SHELL ←
- CIVIC CENTER →
- NENG MUSEUM →

## Courthouse Square

4. Items Related to the Construction of the South Water Tower - City Engineer Oneby
  - A. Consideration of a Construction Contract with Maguire Iron, Inc. for the 500,000 Gallon Water Tower and Authorization for Mayor to Sign All Documents

## Michael Oneby

---

**From:** Craig Reinsch <creinsch@olsson.com>  
**Sent:** Thursday, April 27, 2023 3:14 PM  
**To:** Michael Oneby  
**Cc:** Owen Killham; Brandon Koll; Greg Butcher; Derek Bargmann; 019-3180  
**Subject:** RE: City of Seward 500,000-gal Water Tower  
**Attachments:** 00 55 00 C550 Notice to Proceed 2018.pdf

Good afternoon,

We have reviewed Maguire's contract and it appears to be in order. The City will need to make sure to date it at the top of the last page (date signed). This will be the contract date.

1. The City needs to make sure to date the Agreement an appropriate spots on the Bonds with the same date.
2. The Notice to Proceed is attached and will need to be signed and dated. The 'run on' date is 30 days after the contract date, per #1. Or this can be entered as "N/A" to just use the NTP date.
3. We would request that the City provides us with a copy of the signed version of the documents. Will you want us to prepare and submit the Notice to Proceed? It is attached for your use. We would prefer to send the signed contract documents with the NTP to the Contractors, and have a combined contract document file.
4. The required SRF forms are in place. However, we will need some additional information from Maguire before SRF funds can be requested.

Thanks, Craig

---

**From:** Michael Oneby <Michael.Oneby@cityofsewardne.gov>  
**Sent:** Wednesday, April 26, 2023 10:13 AM  
**To:** Craig Reinsch <creinsch@olsson.com>  
**Cc:** Owen Killham <okillham@olsson.com>; Brandon Koll <Brandon.Koll@cityofsewardne.gov>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>; Derek Bargmann <Derek.Bargmann@cityofsewardne.gov>  
**Subject:** FW: City of Seward 500,000-gal Water Tower

### This Message Is From an External Sender

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

Hi Craig,

Attached are the documents we received from Maguire. You have the SRF documents already, submitted with the bid form.

Please review and make a written recommendation by noon Friday, April 28 for inclusion in the City Council packet for the regular May 2 meeting.

Thanks for your assistance. Best regards,

Mike



Michael Oneby, P.E.  
City Engineer  
City of Seward, Nebraska

p: 402-643-2928/ Ext 203  
a: 142 N. 7th Street, Seward NE 68434  
w: [www.cityofsewardne.gov](http://www.cityofsewardne.gov)



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---

**From:** Michael Oneby  
**Sent:** Wednesday, April 19, 2023 4:24 PM  
**To:** Shannan Ellefson <[ellefsons@maguireiron.com](mailto:ellefsons@maguireiron.com)>  
**Cc:** Jay Simpkins <[simpkissj@maguireiron.com](mailto:simpkissj@maguireiron.com)>; Greg Butcher <[Greg.Butcher@cityofsewardne.gov](mailto:Greg.Butcher@cityofsewardne.gov)>; Derek Bargmann <[Derek.Bargmann@cityofsewardne.gov](mailto:Derek.Bargmann@cityofsewardne.gov)>; Brandon Koll <[Brandon.Koll@cityofsewardne.gov](mailto:Brandon.Koll@cityofsewardne.gov)>; Craig Reinsch <[creinsch@olsson.com](mailto:creinsch@olsson.com)>; Owen Killham <[okillham@olsson.com](mailto:okillham@olsson.com)>; Corey Sanders <[sandersc@maguireiron.com](mailto:sandersc@maguireiron.com)>; Cory Timmerman <[timmermanc@maguireiron.com](mailto:timmermanc@maguireiron.com)>; Chris TeKrony <[tekronyc@maguireiron.com](mailto:tekronyc@maguireiron.com)>; Dan Engelsman <[engelsmand@maguireiron.com](mailto:engelsmand@maguireiron.com)>; Troy Werdel <[werdelt@maguireiron.com](mailto:werdelt@maguireiron.com)>  
**Subject:** RE: City of Seward 500,000-gal Water Tower

Hi Shannan,

I received the Agreement and Bonds today. Thanks for sending promptly. The documents appear to be complete.

We will have the Engineer review. The plan is to present to City Council on the regular meeting on May 2, authorizing the Mayor to counter-sign. He will also sign the Notice to Proceed. We intend to return the fully executed Agreement with the NTP by Friday, May 5.

Best regards,

Mike



Michael Oneby, P.E.  
City Engineer  
City of Seward, Nebraska

p: 402-643-2928/ Ext 203  
a: 142 N. 7th Street, Seward NE 68434  
w: [www.cityofsewardne.gov](http://www.cityofsewardne.gov)



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---

**From:** Shannan Ellefson <[ellefsons@maguireiron.com](mailto:ellefsons@maguireiron.com)>  
**Sent:** Tuesday, April 18, 2023 10:16 AM

**To:** Michael Oneby <[Michael.Oneby@cityofsewardne.gov](mailto:Michael.Oneby@cityofsewardne.gov)>  
**Cc:** Jay Simpkins <[simpkissj@maguireiron.com](mailto:simpkissj@maguireiron.com)>; Greg Butcher <[Greg.Butcher@cityofsewardne.gov](mailto:Greg.Butcher@cityofsewardne.gov)>; Derek Bargmann <[Derek.Bargmann@cityofsewardne.gov](mailto:Derek.Bargmann@cityofsewardne.gov)>; Brandon Koll <[Brandon.Koll@cityofsewardne.gov](mailto:Brandon.Koll@cityofsewardne.gov)>; Craig Reinsch <[creinsch@olsson.com](mailto:creinsch@olsson.com)>; Owen Killham <[okillham@olsson.com](mailto:okillham@olsson.com)>; Corey Sanders <[sandersc@maguireiron.com](mailto:sandersc@maguireiron.com)>; Cory Timmerman <[timmermanc@maguireiron.com](mailto:timmermanc@maguireiron.com)>; Chris TeKrony <[tekronyc@maguireiron.com](mailto:tekronyc@maguireiron.com)>; Dan Engelsman <[engelsmand@maguireiron.com](mailto:engelsmand@maguireiron.com)>; Troy Werdel <[werdelt@maguireiron.com](mailto:werdelt@maguireiron.com)>  
**Subject:** RE: City of Seward 500,000-gal Water Tower

Good morning,

I just wanted to let you know that I will be overnighting the contracts for Seward. You should receive them by 4:30pm tomorrow.

Thank You!



---

**From:** Michael Oneby <[Michael.Oneby@cityofsewardne.gov](mailto:Michael.Oneby@cityofsewardne.gov)>  
**Sent:** Thursday, April 6, 2023 9:46 PM  
**To:** Shannan Ellefson <[ellefsons@maguireiron.com](mailto:ellefsons@maguireiron.com)>  
**Cc:** Jay Simpkins <[simpkissj@maguireiron.com](mailto:simpkissj@maguireiron.com)>; Greg Butcher <[Greg.Butcher@cityofsewardne.gov](mailto:Greg.Butcher@cityofsewardne.gov)>; Derek Bargmann <[Derek.Bargmann@cityofsewardne.gov](mailto:Derek.Bargmann@cityofsewardne.gov)>; Brandon Koll <[Brandon.Koll@cityofsewardne.gov](mailto:Brandon.Koll@cityofsewardne.gov)>; Craig Reinsch <[creinsch@olsson.com](mailto:creinsch@olsson.com)>; Owen Killham <[okillham@olsson.com](mailto:okillham@olsson.com)>  
**Subject:** City of Seward 500,000-gal Water Tower

Dear Shannan,

The Seward City Council on Tuesday, April 4 awarded the contract for the City's **500,000-gal Water Tower** project to Maguire Iron, Inc. in the amount of \$3,087,600.

Please find attached the Notice of Award signed by the Mayor.

Please find also the Agreement, Performance Bond, and Payment Bond and complete these forms per the instructions on the Notice of Award, returning signed copies to the City of Seward **by April 22, 2023**. Upon receipt of the documents completed and signed by Maguire Iron, Inc. and its representatives, the Mayor will counter-sign and we will return a fully executed agreement to Maguire Iron.

The City is evaluating the Bid Alternate A in the amount of \$100,000 and has not rejected Bid Alternate A. The City is developing an alternative design to the Flag Logo bid presented as Bid Alternate A as shown in the Bid Documents. The City plans to present the updated design at the regular City Council meeting on April 18 for approval. The City will share the updated design with Maguire Iron, Inc. as soon as it is ready, and if approved will engage with Maguire Iron on the terms for incorporating that updated and approved design (likely as a change order) in lieu of the Flag Logo.

Thank you very much for your interest in this project, for your bid, and we look forward to working with you on a successful project.

Please advise if you have questions, comments, or require more information.

Best regards,

Mike



Michael Oneby, P.E.

City Engineer

City of Seward, Nebraska

p: 402-643-2928/ Ext 203

a: 142 N. 7th Street, Seward NE 68434

w: [www.cityofsewardne.gov](http://www.cityofsewardne.gov)



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**CAUTION: Don't be quick to click! This e-mail originated from outside of the Maguire Iron private network. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between City of Seward, Nebraska ("Owner") and Maquire Iron, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

500,000-Gallon Water Tower

Seward, Nebraska

019-3180

### **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 500,000-gallon elevated spheroid steel water storage tank. Work shall include excavation, water main construction, an altitude valve structure (with the Base Bid including a prefabricated structure and an Alternate Bid including a built-in-place structure), pipe bedding, backfilling, grading, compaction, concrete foundation, erection of tank (including production of tank and foundation drawings by a State of Nebraska Registered Professional Engineer), purchase and installation of an automatic tank mixer, tank and piping disinfection and placement into service, tank painting (with the Base Bid to include a two-color logo as depicted in the plans and an Alternate Bid that includes a multi-colored logo as depicted in Appendix "B" of these specifications), internal tank lighting, tank overflow, obstruction lighting, tank electrical service and related equipment, installation of communications duct banks, and all other incidental work for a complete and operational water storage tank as shown on the plans and described further in these Specifications. The project shall be bid on a Lump Sum basis.

### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Olsson (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

### ARTICLE 4—CONTRACT TIMES

#### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **June 1, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 1, 2024**.

#### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified.

The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction

observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Base Bid Work a lump sum of \$ 3,087,600.00 .

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Base Bid Work (Lump Sum) plus Alternate Bid \$ 3,187,600.00.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of current percent per annum.

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. Bid Form
  4. General Conditions.
  5. Supplementary Conditions.
  6. Specifications as listed in the table of contents of the project manual.
  7. Drawings (not attached but incorporated by reference) consisting of 18 sheets with each sheet bearing the following general title: **500,000-Gallon Water Tower**.
  8. Drawings listed on the attached sheet index.
  9. Addenda (numbers   1   to   1  , inclusive).

10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid Pages (pages C-410-1 to C-410-5, inclusive)
  - b. Documentation submitted by Contractor prior to Notice of Award, SRF Funding Documents
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

#### **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

##### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner: **City of Seward**

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: **Joshua Eickmeier**  
(typed or printed)

Title: **Mayor**  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: **City Clerk**  
(typed or printed)

Address for giving notices:  
**City of Seward**  
**537 Main St**  
**Seward, NE 68434**

Designated Representative:  
Name: **Michael Oneby**  
(typed or printed)

Title: **City Engineer**  
(typed or printed)

Address:  
**537 Main St**  
**P.O. Box 38**  
**Seward, NE 68434**

Phone: **(402) 643-2928 x203**

Email: **michael.oneby@cityofsewardne.gov**  
(If City of Seward is a corporation, attach evidence of authority to sign. If City of Seward is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

**Maguire Iron, Inc.**  
\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: **Gene Jones, Jr.**  
(typed or printed)

Title: **CEO**  
(typed or printed)

(If Maguire Iron, Inc. is a corporation, a partnership, or a joint venture attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Title: **Troy Werdel | SVP**  
(typed or printed)

Address for giving notices:  
**1610 N. Minnestota Ave.**  
**Sioux Falls, SD 57104**

Designated Representative:  
Name: **Troy Werdel**  
(typed or printed)

Title: **SVP**  
(typed or printed)

Address:  
**1610 N. Minnestota Ave.**  
**Sioux Falls, SD 57104**

Phone: **605-334-9749**

Email: **Werdelt@maguireiron.com**

License No.: **45987-22**  
(where applicable)

State: **Nebraska**

**Documentation of Authority to Sign**

Complete Section A *or* B, as applicable:

Section A.

I Scott Jones certify that I am the Secretary of the corporation named as Contractor herein; that Gene Jones, Jr. who signed this contract on behalf of the Contractor was then CEO (Title) of said corporation; that said contract was duly signed for and on behalf of the said corporation by authority of its governing body and is within the scope of its corporate powers.

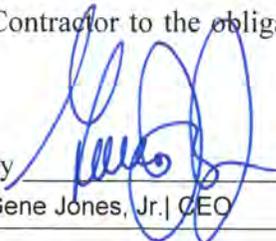
IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this day 18th of April, 2023.

(Corporate Seal)

  
\_\_\_\_\_  
Corporate Secretary

Section B.

We hereby certify that the undersigned are the sole owners of the company named as Contractor herein; and hereby attest that Gene Jones, Jr., who signed this Agreement on behalf of said Contractor, is authorized to legally bind the Contractor to the obligations of this Agreement.

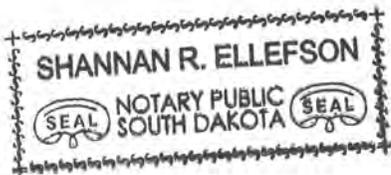
By   
\_\_\_\_\_  
Gene Jones, Jr. | CEO

NOTARIZATION

STATE OF NEBRASKA

COUNTY OF Minnehaha

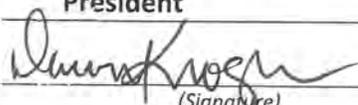
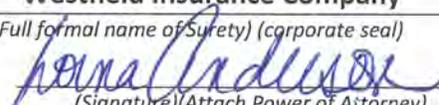
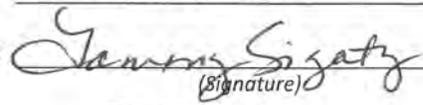
The foregoing was acknowledged before me this 18th day of April, 2023, by 12:00 P.M.



  
\_\_\_\_\_  
Notary Public Shannan Ellefson

## PERFORMANCE BOND

Bond # 289232J

<p><b>Contractor</b>                  Name: <b>Maguire Iron, Inc.</b>                  Address (principal place of business):                      <b>1610 N Minnesota Ave.</b>                      <b>Sioux Falls, SD 57104</b></p>	<p><b>Surety</b>                  Name: <b>Westfield Insurance Company</b>                  Address (principal place of business):                      <b>1 Park Circle, PO Box 5001</b>                      <b>Westfield Center, OH 44251-5001</b></p>
<p><b>Owner</b>                  Name: <b>City of Seward</b>                  Mailing address (principal place of business):                      <b>537 Main Street</b>                      <b>Seward, Nebraska 68434</b></p>	<p><b>Contract</b>                  Description (name and location):                  200,000-Gallon Water Tower-Utilities and Site Work                  Seward, Nebraska</p> <p>Contract Price: <b>\$3,187,600.00</b>                  Effective Date of Contract:</p>
<p><b>Bond</b>                  Bond Amount: <b>Three Million One Hundred Eighty-Seven Thousand Six Hundred and 00/100 (\$3,187,600)</b>                  Date of Bond:                  (Date of Bond cannot be earlier than Effective Date of Contract)                  Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal  <b>Maguire Iron, Inc.</b>                  (Full formal name of Contractor)</p> <p>By:                   (Signature)</p> <p>Name: <b>Gene Jones, Jr.</b>                  (Printed or typed)</p> <p>Title: <b>President</b></p> <p>Attest:                   (Signature)</p> <p>Name: <b>Dawn Kroger</b>                  (Printed or typed)</p> <p>Title: <b>Account Manager</b></p>	<p>Surety  <b>Westfield Insurance Company</b>                  (Full formal name of Surety) (corporate seal)</p> <p>By:                   (Signature) (Attach Power of Attorney)</p> <p>Name: <b>Lorna Anderson</b>                  (Printed or typed)</p> <p>Title: <b>Attorney-In-Fact</b></p> <p>Attest:                   (Signature)</p> <p>Name: <b>Tammy Sigaty</b>                  (Printed or typed)</p> <p>Title: <b>Account Manager</b></p>
<p>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</p>	

EJCDC® C-610, Performance Bond.

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 and American Society of Civil Engineers. All rights reserved.

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EJCDC® C-610, Performance Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

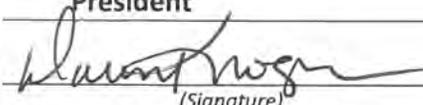
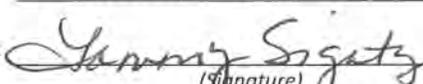
14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

**None**

## PAYMENT BOND

Bond # 289232J

<b>Contractor</b> Name: <b>Maguire Iron, Inc.</b> Address (principal place of business): <b>1610 N Minnesota Ave.</b> <b>Sioux Falls, SD 57104</b>	<b>Surety</b> Name: <b>Westfield Insurance Company</b> Address (principal place of business): <b>1 Park Circle, PO Box 5001</b> <b>Westfield Center, OH 44251-5001</b>
<b>Owner</b> Name: <b>City of Seward</b> Mailing address (principal place of business): City Hall 537 Main Street Seward, Nebraska 68434	<b>Contract</b> Description (name and location): <b>200,000 Gallon Water Tower-</b> <b>Utilites and Site Work</b> <b>Seward, Nebraska</b> Contract Price: <b>\$3,187,600.00</b> Effective Date of Contract:
<b>Bond</b> Bond Amount: <b>Three Million One Hundred Eighty-Seven Thousand Six Hundred and 00/100 (\$3,187,600)</b> Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal <b>Maguire Iron, Inc.</b> (Full formal name of Contractor) By:  (Signature) Name: <b>Gene Jones, Jr.</b> (Printed or typed) Title: <b>President</b> Attest:  (Signature) Name: <b>Dawn Kroger</b> (Printed or typed) Title: <b>Account Manager</b>	Surety <b>Westfield Insurance Company</b> (Full formal name of Surety) (corporate seal) By:  (Signature)(Attach Power of Attorney) Name: <b>Lorna Anderson</b> (Printed or typed) Title: <b>Attorney-In-Fact</b> Attest:  (Signature) Name: <b>Tammy Sigaty</b> (Printed or typed) Title: <b>Account Manager</b>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  18. Modifications to this Bond are as follows:

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_ a member of the co-partnership of \_\_\_\_\_ known to me to be the person who is described in and who executed the foregoing instrument and acknowledges to me that he/she executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

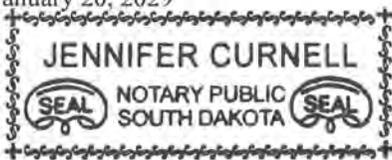
STATE OF South Dakota  
COUNTY OF Minnehaha ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally come(s) Gene Jones, Jr. to me known, who, being by me duly sworn, deposes and says that he/she resides in the City of Sioux Falls, SD that he/she is the President of Maguire Iron, Inc. a corporation that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

My Commission Expires:  
January 20, 2029

J. Curnell

\_\_\_\_\_  
NOTARY PUBLIC



**ACKNOWLEDGMENT OF SURETY**

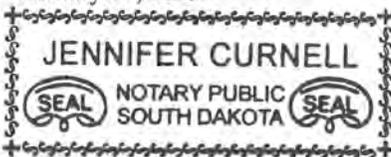
STATE OF South Dakota  
COUNTY OF Minnehaha ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally come(s) Lorna Anderson Attorney(s)-in-Fact of Westfield Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Sioux Falls, SD that he/she is (are) the Attorney(s)-In-Fact of Westfield Insurance Company the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

My Commission Expires:  
January 20, 2029

J. Curnell

\_\_\_\_\_  
NOTARY PUBLIC



General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MICHAEL M. MAHAN, VAN CARMODY, CHAD DUBISAR, LORNA ANDERSON, JOINTLY OR SEVERALLY

of SIOUX FALLS and State of SD its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 29th day of DECEMBER A.D., 2022 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 29th day of DECEMBER A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary





B. Consideration of a Construction Contract with Iseler Demolition for the 200,000 Gallon Tank Demolition and Authorization for Mayor to Sign All Documents

## Michael Oneby

---

**From:** Craig Reinsch <creinsch@olsson.com>  
**Sent:** Thursday, April 27, 2023 3:14 PM  
**To:** Michael Oneby  
**Cc:** Owen Killham; Greg Butcher; Brandon Koll; 019-3180  
**Subject:** RE: City of Seward 200,000-gal Tank Demolition  
**Attachments:** 00 55 00 C550 Notice to Proceed 2018.pdf

Good afternoon,

We have reviewed Iseler's contract and it appears to be in order. The City will need to make sure to date it at the top of the last page (date signed). This will be the contract date.

1. The City needs to make sure to date the Agreement an appropriate spots on the Bonds with the same date.
2. The Notice to Proceed is attached and will need to be signed and dated. The 'run on' date is 30 days after the contract date, per #1. Or this can be entered as "N/A" to just use the NTP date.
3. We would request that the City provides us with a copy of the signed version of the documents. Will you want us to prepare and submit the Notice to Proceed? It is attached for your use. We would prefer to send the signed contract documents with the NTP to the Contractors, and have a combined contract document file.
4. The required SRF forms are in place. However, we will need some additional information from Iseler before SRF funds can be requested.

Thanks, Craig

PS Once these contract's have been finalized, it will be time to start scheduling the preconstruction meeting(s).

---

**From:** Michael Oneby <Michael.Oneby@cityofsewardne.gov>  
**Sent:** Wednesday, April 26, 2023 12:03 PM  
**To:** Craig Reinsch <creinsch@olsson.com>  
**Cc:** Owen Killham <okillham@olsson.com>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>; Brandon Koll <Brandon.Koll@cityofsewardne.gov>  
**Subject:** RE: City of Seward 200,000-gal Tank Demolition

### This Message Is From an External Sender

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

Hi Craig,

Attached are the documents we received from Iseler. You have the SRF documents already, submitted with the bid form.

Please review and make a written recommendation by noon Friday, April 28 for inclusion in the City Council packet for the regular May 2 meeting.

Thanks for your assistance. Best regards,

Mike



Michael Oneby, P.E.  
City Engineer  
City of Seward, Nebraska

p: 402-643-2928/ Ext 203  
a: 142 N. 7th Street, Seward NE 68434  
w: [www.cityofsewardne.gov](http://www.cityofsewardne.gov)



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**From:** Michael Oneby  
**Sent:** Wednesday, April 19, 2023 4:12 PM  
**To:** Iseler Demolition <[iseler@iselerdemolition.com](mailto:iseler@iselerdemolition.com)>  
**Cc:** Craig Reinsch <[creinsch@olsson.com](mailto:creinsch@olsson.com)>; Owen Killham <[okillham@olsson.com](mailto:okillham@olsson.com)>; Greg Butcher <[Greg.Butcher@cityofsewardne.gov](mailto:Greg.Butcher@cityofsewardne.gov)>; Brandon Koll <[Brandon.Koll@cityofsewardne.gov](mailto:Brandon.Koll@cityofsewardne.gov)>  
**Subject:** RE: City of Seward 200,000-gal Tank Demolition

Hi Lisa,

I received the Agreement and Bonds today. Thanks for sending promptly. It appears to be complete.

We will have the Engineer review. The plan is to present to City Council on the regular meeting on May 2, authorizing the Mayor to counter-sign. He will also sign the Notice to Proceed. We intend to return the fully executed Agreement by Friday, May 5.

Best regards,

Mike



Michael Oneby, P.E.  
City Engineer  
City of Seward, Nebraska

p: 402-643-2928/ Ext 203  
a: 142 N. 7th Street, Seward NE 68434  
w: [www.cityofsewardne.gov](http://www.cityofsewardne.gov)



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---

**From:** Iseler Demolition <[iseler@iselerdemolition.com](mailto:iseler@iselerdemolition.com)>  
**Sent:** Thursday, April 13, 2023 7:04 AM

**To:** Michael Oneby <[Michael.Oneby@cityofsewardne.gov](mailto:Michael.Oneby@cityofsewardne.gov)>

**Subject:** RE: City of Seward 200,000-gal Tank Demolition

Thank you

Lisa Pleiness, Office Mgr. - Iseler Demolition, Inc.

800-338-8396 (989-428-4216 ext 225 / 221) \* fax 989-428-4689

---

**From:** Michael Oneby <[Michael.Oneby@cityofsewardne.gov](mailto:Michael.Oneby@cityofsewardne.gov)>

**Sent:** Wednesday, April 12, 2023 5:33 PM

**To:** Iseler Demolition <[iseler@iselerdemolition.com](mailto:iseler@iselerdemolition.com)>

**Cc:** Greg Butcher <[Greg.Butcher@cityofsewardne.gov](mailto:Greg.Butcher@cityofsewardne.gov)>; Brandon Koll <[Brandon.Koll@cityofsewardne.gov](mailto:Brandon.Koll@cityofsewardne.gov)>; Craig Reinsch <[creinsch@olsson.com](mailto:creinsch@olsson.com)>; Owen Killham <[okillham@olsson.com](mailto:okillham@olsson.com)>

**Subject:** RE: City of Seward 200,000-gal Tank Demolition

Hi Lisa,

Please see attached revised Agreement.

Best regards,

Mike



Michael Oneby, P.E.  
City Engineer  
City of Seward, Nebraska

p: 402-643-2928 / Ext 203  
a: 142 N. 7th Street, Seward NE 68434  
w: [www.cityofsewardne.gov](http://www.cityofsewardne.gov)



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**From:** Iseler Demolition <[iseler@iselerdemolition.com](mailto:iseler@iselerdemolition.com)>

**Sent:** Friday, April 7, 2023 8:16 AM

**To:** Michael Oneby <[Michael.Oneby@cityofsewardne.gov](mailto:Michael.Oneby@cityofsewardne.gov)>

**Subject:** RE: City of Seward 200,000-gal Tank Demolition

I see the contracts have the contract time as SC June 1, 24 and FC Aug 1, 24. I believe adden 1 changed that to Sept 1 and Oct 1. Please make the appropriate changes to the contracts and resend.

Thank you

Lisa Pleiness, Office Mgr. - Iseler Demolition, Inc.

800-338-8396 (989-428-4216 ext 225 / 221) \* fax 989-428-4689

---

**From:** Michael Oneby <[Michael.Oneby@cityofsewardne.gov](mailto:Michael.Oneby@cityofsewardne.gov)>  
**Sent:** Thursday, April 6, 2023 10:46 PM  
**To:** iselerdemolition <[iseler@iselerdemolition.com](mailto:iseler@iselerdemolition.com)>  
**Cc:** Greg Butcher <[Greg.Butcher@cityofsewardne.gov](mailto:Greg.Butcher@cityofsewardne.gov)>; Derek Bargmann <[Derek.Bargmann@cityofsewardne.gov](mailto:Derek.Bargmann@cityofsewardne.gov)>; Brandon Koll <[Brandon.Koll@cityofsewardne.gov](mailto:Brandon.Koll@cityofsewardne.gov)>; Craig Reinsch <[creinsch@olsson.com](mailto:creinsch@olsson.com)>; Owen Killham <[okillham@olsson.com](mailto:okillham@olsson.com)>  
**Subject:** City of Seward 200,000-gal Tank Demolition

Dear Scott,

The Seward City Council on Tuesday, April 4 awarded the contract for the City's **200,000-gal Tank Demolition** project to Iseler Demolition, Inc. in the amount of \$149,300.

Please find attached the Notice of Award signed by the Mayor.

Please find also the Agreement, Performance Bond, and Payment Bond and complete these forms per the instructions on the Notice of Award, returning signed copies to the City of Seward **by April 22, 2023**. Upon receipt of the documents completed and signed by Iseler Demolition, Inc. and its representatives, the Mayor will counter-sign and we will return a fully executed agreement to Iseler Demolition.

Thank you very much for your interest in this project, for your bid, and we look forward to working with you on a successful project.

Please advise if you have questions, comments, or require more information.

Best regards,

Mike



Michael Oneby, P.E.  
City Engineer  
City of Seward, Nebraska

p: 402-643-2928/ Ext 203  
a: 142 N. 7th Street, Seward NE 68434  
w: [www.cityofsewardne.gov](http://www.cityofsewardne.gov)



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# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Seward** ("Owner") and **Iseler Demolition** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Existing Tank Demolition: Work shall consist of isolating the existing Seward 200,000-gallon multilegged elevated water tower from the system, demolishing and removing the tank, existing altitude valve and structure and other miscellaneous items identified on the plans, site restoration, abandonment of onsite water mains and all other items as shown in the plans and described in the Specifications. Existing tank coatings are lead-containing. See Appendix "B" of these specifications for further details. The project shall be bid on a Lump Sum Basis.
- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

### **200,000-Gallon Tank Demolition**

**Seward, Nebraska**

**Olsson Project 019-31800**

## ARTICLE 2—ENGINEER

- 3.01 The Owner has retained Olsson ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

## ARTICLE 3—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **September 1, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 1, 2024**.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.

#### **ARTICLE 4—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, a lump sum of **\$149,300.00**.
  - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 5—PAYMENT PROCEDURES**

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the third Tuesday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work

remain satisfactory to Owner and Engineer, there will be no additional retainage;  
and

- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**ARTICLE 6—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
- 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. Bid Form
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications as listed in the table of contents of the project manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of \_\_\_\_ sheets with each sheet bearing the following general title: **200,000-Gallon Tank Demolition, Seward, Nebraska.**
  - 8. Drawings listed on the attached sheet index.
  - 9. Addenda (numbers **\_\_1\_\_** to **\_\_1\_\_**, inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages C-410-1 to C-410-4, inclusive)
    - b. Documentation submitted by Contractor prior to Notice of Award, SRF Funding Documents.
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.

- b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

City of Seward

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Joshua Eickmeier

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title: City Clerk

(typed or printed)

Address for giving notices:

City of Seward

537 Main St

Seward, NE 68434

Designated Representative:

Name: Michael Oneby

(typed or printed)

Title: City Engineer

(typed or printed)

Address:

537 Main St

P.O. Box 38

Seward, NE 68434

Phone: (402) 643-2928 x203

Email: michael.oneby@cityofsewardne.gov

(If City of Seward is a corporation, attach evidence of authority to sign. If City of Seward is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

ISELER DEMOLITION, INC.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Scott C. Iseler

(typed or printed)

Title: President

(typed or printed)

(If  is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title: witness

(typed or printed)

Address for giving notices:

ISELER DEMOLITION, INC.

3800 STODDARD RD.

KINDE, MI 48445

Designated Representative:

Name: Scott C. Iseler

(typed or printed)

Title: President

(typed or printed)

Address:

SALE

Phone:

789 428 4216

Email:

iseler@iselerdemolition.com

License No.:

N/A

(where applicable)

State:

# Certificate of Vote

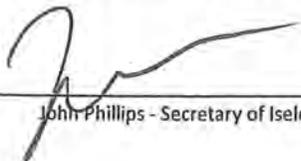
I, John Phillips hereby certify that I am the duly qualified and acting Secretary of Iseler Demolition, Inc. and I further certify that a meeting of the Directors of said Company, duly called and held on December 14, 2018 at which all Directors were present and voting, the following vote was unanimously passed:

Voted: To authorize and empower

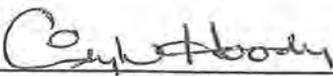
- Scott Iseler – President
- John Phillips – Secretary/Treasurer

Anyone acting singly, to execute Forms of General bid, Contracts or Bonds on behalf of Iseler Demolition, Inc.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By:   
John Phillips - Secretary of Iseler Demolition, Inc

A True Copy:

Attest:   
Cindy Hoody – Notary Public

11.6.18  
Date

My commission expires: 8.24.24

# PERFORMANCE BOND

100045931

<p><b>Contractor</b></p> <p>Name: Iscler Demolition, Inc.</p> <p>Address (principal place of business): 3800 Stoddard Rd Kinde, MI 48445</p>	<p><b>Surety</b></p> <p>Name: Merchants Bonding Company (Mutual)</p> <p>Address (principal place of business): 6700 Westown Parkway West Des Moines Iowa 50266</p>
<p><b>Owner</b></p> <p>Name: City of Seward</p> <p>Mailing address (principal place of business): 537 Main St Seward, NE 68434</p>	<p><b>Contract</b></p> <p>Description (name and location): 200,000 -Gallon Water Tower-Utilities and Site Work, Seward, Nebraska</p> <p>Contract Price: \$149,300.00</p> <p>Effective Date of Contract: April 7, 2023</p>
<p><b>Bond</b>                      100045931</p> <p>Bond Amount: \$149,300.00</p> <p>Date of Bond: April 7, 2023 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None   <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Contractor as Principal</b></p> <p>Iscler Demolition, Inc. <i>(Full formal name of Contractor)</i></p> <p>By: <u>Scott C. Iscler</u> <i>(Signature)</i></p> <p>Name: <u>SCOTT C. Iscler</u> <i>(Printed or typed)</i></p> <p>Title: <u>President</u></p> <p>Attest: <u>Lisa Pleiness</u> <i>(Signature)</i></p> <p>Name: <u>Lisa Pleiness</u> <i>(Printed or typed)</i></p> <p>Title: <u>witness</u></p>	<p><b>Surety</b></p> <p>Merchants Bonding Company (Mutual) <i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: <u>Helen P. Parker</u> <i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: <u>Helen P Parker</u> <i>(Printed or typed)</i></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u>Melissa K. Hanes</u> <i>(Signature)</i></p> <p>Name: <u>Melissa Hanes</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

EJCDC® C-610, Performance Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

**PAYMENT BOND**

100045931

<p><b>Contractor</b></p> <p>Name: Iseler Demolition, Inc.</p> <p>Address (<i>principal place of business</i>): 3800 Stoddard Rd Kinde, MI 48445</p>	<p><b>Surety</b></p> <p>Name: Merchants Bonding Company (Mutual)</p> <p>Address (<i>principal place of business</i>): 6700 Westown Parkway West Des Moines Iowa 50266</p>
<p><b>Owner</b></p> <p>Name: City of Seward</p> <p>Mailing address (<i>principal place of business</i>): 537 Main St Seward, NE 68434</p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>): 200,000 -Gallon Water Tower-Utilities and Site Work, Seward, Nebraska</p> <p>Contract Price: \$149,300.00</p> <p>Effective Date of Contract: April 7, 2023</p>
<p><b>Bond</b>            100045931</p> <p>Bond Amount: \$149,300.00</p> <p>Date of Bond: April 7, 2023 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None   <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Contractor as Principal</b></p> <p>Iseler Demolition, Inc. <i>(Full formal name of Contractor)</i></p> <p>By: <u>Scott C. Iseler</u> <i>(Signature)</i></p> <p>Name: <u>Scott C. Iseler</u> <i>(Printed or typed)</i></p> <p>Title: <u>President</u></p> <p>Attest: <u>Lisa Fleiness</u> <i>(Signature)</i></p> <p>Name: <u>Lisa Fleiness</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>	<p><b>Surety</b></p> <p>Merchants Bonding Company (Mutual) <i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: <u>Helen P. Parker</u> <i>(Signature)/(Attach Power of Attorney)</i></p> <p>Name: <u>Helen P Parker</u> <i>(Printed or typed)</i></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u>Melissa K. Hanes</u> <i>(Signature)</i></p> <p>Name: <u>Melissa Hanes</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

**MERCHANTS**  
**BONDING COMPANY**

**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Helen P Parker**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of April, 2023.



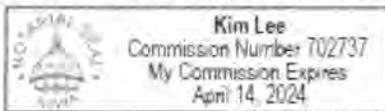
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 7th day of April, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of April, 2023.



*William Warner Jr.*  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2023

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

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

<b>PRODUCER</b> Heritage Wise Group 280 S Main St Freeland, MI 48623	CONTACT NAME: Juanita Cormier PHONE (A/C No. Ext): (989)781-3010 E-MAIL ADDRESS: juanita@heritagewisegroup.com	FAX (A/C No.): (989)781-5510
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> Iseler Demolition, Inc 7840 Portland Avenue P.O. Box 185 Port Hope, MI 48468	<b>INSURER A:</b> Scottsdale Insurance Company	
	<b>INSURER B:</b> Liberty Mutual Ins.	24082
	<b>INSURER C:</b> Carolina Casualty Ins Co	
	<b>INSURER D:</b> Westchester Surplus Lines	
	<b>INSURER E:</b> Arlington/Roe	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 95954007-17820120

REVISION NUMBER: 500

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR/INSR/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		RBS0117630	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS65079913	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XLS0123022	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	KEY0138687	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution		G24314327	09/01/2022	09/01/2023	Per Occ 2,000,000
E	Rental/Equip Fltr		SML93046767	09/01/2022	09/01/2023	item/occ 250,000

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

The City of Seward and Olsson Engineering are named as Additional Insureds as required by written contract with respects to the General Liability and Umbrella. Re: Water tank dismantle. Job Project #18-7219D

**CERTIFICATE HOLDER****CANCELLATION**

City of Seward  
 142 N. 7th Street  
 Seward, NE 68434

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marla S Gay*

(JIC)

5. Update on the Park Avenue Storm Sewer Improvements Project and Bradford Street, 6th to 10th Street, Storm Sewer Improvements Project - City Engineer Oneby
  - A. Consideration of Recommendation to Award the Following Firm for Items Related to the Park Avenue Storm Sewer Improvements Project - General Excavating in the Amount of \$1,589,679.03



Design with Purpose. Build with Confidence.

April 27, 2023

Mr. Michael Oneby, P.E.  
City Engineer  
City of Seward, Nebraska  
142 N. 7<sup>th</sup> Street  
Seward, NE 68434

RE: Park Avenue Storm Sewer Project  
Schemmer Project No. 08586001

Dear Mr. Oneby:

On March 28, 2023, bids were received for the referenced project. Three bids were received in the amounts as follows:

	Bid Amount
NL&L Concrete	\$1,397,177.50
General Excavating	\$1,589,679.03
MTZ Construction	\$1,779,991.00
Engineer's Estimate	\$1,522,635.00

We have conducted research on the apparent low bidder for NL&L Concrete in regard to past performance, project experience and the unit prices bid for the project.

Regarding past performance, our research has provided satisfactory results.

Regarding project experience, the City had requested past project experience from NL&L Concrete related to paving, storm sewer, box culvert, watermain and sanitary sewer construction. NL&L Concrete was not able to produce project experience as it relates to box culvert construction which is a critical component to the referenced project.

Regarding unit prices bid for the project, the bid presented by NL&L Concrete was significantly below the next lowest bidder (12% lower) while the unit price bid by NL&L Concrete of \$450/LF for "Temporary Fence" was 90 times higher than the engineer's estimate for that item.

If you remove the "Temporary fence" item from the project, that results in a total bid reduction of \$79,650 to NL&L Concrete's bid. NL&L's bid would now be 17% below the next bidder and further below the Engineer's estimate.

Based on the research summarized above, we are recommending that the City not award the contract to NL&L Concrete.

PHONE 402.488.2500  
FAX 402.488.3221

333 South 21st Street, Suite 102  
Lincoln, Nebraska 68510

SCHEMMER.COM

We are recommending that the City award a contract to General Excavating in the amount of \$1,589,679.03 as the lowest responsible bidder and is also determined to be a qualified bidder for the work.

Sincerely,

THE SCHEMMER ASSOCIATES INC.

A handwritten signature in black ink, appearing to read "Doug Hole". The signature is written in a cursive, somewhat stylized font.

Doug Hole, P.E.  
Principal-in-charge

**BID FORM**

*Project Identification:*

CITY OF SEWARD, PARK AVENUE STORM SEWER IMPROVEMENTS

*Contract Identification and Number:*

Schemmer Project No. 08586.001-A

**ARTICLE 1-BID RECIPIENT**

1.01 This Bid is submitted to:

City of Seward, Nebraska – City Hall  
Attn. Michael Oneby, P.E.  
537 Main Street  
P.O. Box 38  
Seward, NE 68434

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
None	N/A
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data,"
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

## Park Avenue Storm Sewer Improvements

Item	Item Number	Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
1	0005.01	TRAFFIC CONTROL	1	LS	\$ 6,300.00	\$ 6,300.00
2	0030.00	MOBILIZATION	1	LS	\$ 88,242.93	\$ 88,242.93
3	1000.00	LARGE TREE REMOVAL	10	EA	\$ 2,625.00	\$ 26,250.00
4	1009.00	GENERAL CLEARING AND GRUBBING	1	LS	\$ 4,681.39	\$ 4,681.39
5	1011.00	WATER	11	MGAL	\$ 1.05	\$ 11.55
6	1031.00	ROCK RIPRAP, TYPE B	43	TON	\$ 130.11	\$ 5,694.73
7	1043.50	RIPRAP FILTER FABRIC	77	SY	\$ 14.98	\$ 1,153.46
8	1101.00	REMOVE PAVEMENT	2,933	SY	\$ 15.72	\$ 46,106.76
9	1101.25	SAWING PAVEMENT	223	LF	\$ 11.77	\$ 2,624.71
10	1103.00	REMOVE AND SALVAGE BRICK SURFACE	71	SY	\$ 57.73	\$ 4,098.83
11	1106.00	REMOVE DRIVEWAY	298	SY	\$ 16.89	\$ 5,033.22
12	1107.00	REMOVE WALK	364	SY	\$ 12.58	\$ 4,579.12
13	1114.10	REMOVE RETAINING WALL	17	LF	\$ 28.58	\$ 485.86
14	1117.00	REMOVE MANHOLE	1	EA	\$ 1,004.05	\$ 1,004.05
15	1119.00	REMOVE INLET	7	EA	\$ 933.81	\$ 6,536.67
16	1995.00	STABILIZED CONSTRUCTION EXIT	2	EA	\$ 1,584.70	\$ 3,169.40
17	2010.00	CRUSHED ROCK SURFACE COURSE	3	CY	\$ 385.15	\$ 1,155.45
18	2021.05	REMOVE AND RESET MAILBOX	2	EA	\$ 95.12	\$ 190.24
19	3016.21	CONCRETE CLASS 47B-3000 SIDEWALK, 4"	697	SY	\$ 63.00	\$ 43,911.00
20	3016.39	DETECTABLE WARNING PANEL	120	SF	\$ 47.25	\$ 5,670.00
21	3017.15	CONCRETE HEADER	48	LF	\$ 105.00	\$ 5,040.00

22	3020.24	CONCRETE CLASS 47B-3500 DRIVEWAY, 6"	322	SY	\$ 73.50	\$ 23,667.00
23	3075.22	7" CONCRETE PAVEMENT, CLASS 47B- 3500	2,726	SY	\$ 78.75	\$ 214,672.50
24	3075.58	7" REINFORCED CONCRETE PAVEMENT, CLASS 47B-3500	142	SY	\$ 99.75	\$ 14,164.50
25	4015.00	ADJUST MANHOLE TO GRADE	2	EA	\$ 1,050.00	\$ 2,100.00
26	4016.00	CONSTRUCT 72" MANHOLE	1	EA	\$ 11,942.57	\$ 11,942.57
27	4043.50	REMOVE SEWER PIPE	489	LF	\$ 23.52	\$ 11,501.28
28	4045.00	REMOVE STRUCTURE (BOX CULVERT)	2	EA	\$ 4,937.14	\$ 9,874.28
29	4051.01	EXCAVATION FOR BOX CULVERTS	272	CY	\$ 36.86	\$ 10,025.92
30	4107.04	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	1.00	CY	\$ 597.87	\$ 597.87
31	4130.06	CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG	0.85	CY	\$ 487.47	\$ 414.35
32	4151.10	EPOXY COATED REINFORCING STEEL FOR BOX CULVERT	21,534	LB	\$ 2.78	\$ 59,684.52
33	4157.00	REINFORCING STEEL FOR COLLARS	58	LB	\$ 4.45	\$ 258.10
34	6010.26	CLASS 47BD-4000 CONCRETE FOR BOX CULVERT	111	CY	\$ 959.46	\$ 106,500.06
35	6310.00	STEEL SHEET PILING	150	SF	\$ 38.39	\$ 5,758.50
36	7309.90	REMOVE AND REINSTALL SIGN	4	EA	\$ 322.53	\$ 1,290.12
37	7110.00	TEMPORARY FENCE	177	LF	\$ 6.67	\$ 1,180.59
38	8010.00	CRUSHED ROCK FOR BASE COURSE	71	TON	\$ 120.92	\$ 8,585.32
39	9034.00	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	322	SY	\$ 21.00	\$ 6,762.00
40	9170.00	EARTH SHOULDER CONSTRUCTION	8.80	STA	\$ 985.18	\$ 8,669.58
41	9173.20	SUBGRADE PREPARATION	2,868	SY	\$ 4.20	\$ 12,045.60
42	L010.00	SODDING	1,342	SY	\$ 22.44	\$ 30,114.48
43	L019.13	EROSION CONTROL, CLASS 1D	119	SY	\$ 9.31	\$ 1,107.89

44	L021.72	CURB INLET PROTECTION	324	LF	\$ 24.49	\$ 7,934.76
45	L022.11	FABRIC SILT FENCE ' LOW POROSITY'	356	LF	\$ 5.25	\$ 1,869.00
46	P700.15	15" STORM SEWER PIPE, TYPE 2	238	LF	\$ 129.35	\$ 30,785.30
47	P700.18	18" STORM SEWER PIPE, TYPE 2	80	LF	\$ 110.05	\$ 8,804.00
48	P700.24	24" STORM SEWER PIPE, TYPE 2	53	LF	\$ 141.11	\$ 7,478.83
49	P700.36	36" STORM SEWER PIPE, TYPE 2	294	LF	\$ 282.44	\$ 83,037.36
50	P127.36	36" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 2	320	LF	\$ 257.09	\$ 82,268.80
51	P127.42	42" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 2	806	LF	\$ 393.84	\$ 317,435.04
52		NDOT STANDARD CURB INLET, PLAN 443 (Y=12')	11	EA	\$ 9,168.75	\$ 100,865.25
53		NDOT STANDARD CURB INLET, PLAN 443 (Y=8')	1	EA	\$ 8,752.71	\$ 8,752.71
54		LARGE JUNCTION BOX (SPECIAL PLANS 2C & 3C)	2	EA	\$ 24,560.07	\$ 49,120.14
55		JUNCTION BOX (SPECIAL PLANS 4C & 5C)	2	EA	\$ 16,882.51	\$ 33,765.02
56		REMOVE AND REPLACE SANITARY SEWER PIPE	20	LF	\$ 354.10	\$ 7,082.00
57		REMOVE AND REINSTALL BARRICADE	1	EA	\$ 904.23	\$ 904.23
58		UTILITY POTHOLING	10	EA	\$ 2,110.81	\$ 21,108.10
59		WATER MAIN RECONSTRUCTION (LOOP)	2	EA	\$ 12,779.43	\$ 25,558.86
<b>TOTAL BID (ITEMS 1-59, INCLUSIVE)</b>					<b>\$1,589,697.03</b>	



**ARTICLE 8 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: General Excavating LLC  
(SEAL)

State of Incorporation: Nebraska  
Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Tex C Butler

Title: President  
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in [State where Project is located] is  
09 / 17 / 1987

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_  
\_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_ 6701 Cornhusker Hwy \_\_\_\_\_

\_\_\_\_\_ Lincoln, NE 68507 \_\_\_\_\_

Phone No. \_\_\_\_\_ (402)467-1627 \_\_\_\_\_ Fax No. \_\_\_\_\_ (402)467-2084 \_\_\_\_\_

E-mail \_\_\_\_\_ jbounds@generalexavating.com \_\_\_\_\_

SUBMITTED on \_\_\_\_\_ March 28 \_\_\_\_\_, 2023 \_\_\_\_\_.

State Contractor License No. \_\_\_\_\_ 22626 \_\_\_\_\_ [If applicable]

Letter of Authority

Ted C. Butler, President of General Excavating, is authorized and has been so authorized since May 27, 2022 to sign contracts, change orders, agreements and any other related items for General Excavating and that General Excavating is one and the same entity as General Excavating, LLC.

  
\_\_\_\_\_  
Joseph T. Hausmann, Managing Member

3-28-23  
Date

B. Consideration of Recommendation to Award the Following Firm for Items Related to the Bradford Street, 6th to 10th Storm Sewer Improvements Project - General Excavating in the Amount of \$944,553.99

**BID FORM**

*Project Identification:*

CITY OF SEWARD, BRADFORD STREET STORM SEWER IMPROVEMENTS

*Contract Identification and Number:*

Schemmer Project No. 08586.001-B

**ARTICLE 1-BID RECIPIENT**

1.01 This Bid is submitted to:

City of Seward, Nebraska – City Hall  
Attn. Michael Oneby, P.E.  
537 Main Street  
P.O. Box 38  
Seward, NE 68434

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
None	N/A
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data,"
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

## Bradford Street Storm Sewer Improvements

Item	Item Number	Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
1	0005.01	TRAFFIC CONTROL	1	LS	\$ 4,725.00	\$ 4,725.00
2	0030.00	MOBILIZATION	1	LS	\$ 48,700.90	\$ 48,700.90
3	1000.00	LARGE TREE REMOVAL	7	EA	\$ 2,625.00	\$ 18,375.00
4	1009.00	GENERAL CLEARING AND GRUBBING	1	LS	\$ 3,770.35	\$ 3,770.35
5	1011.00	WATER	4	MGAL	\$ 0.01	\$ 0.04
6	1090.03	ABANDON SEWER PIPE	827	LF	\$ 6.21	\$ 5,135.67
7	1101.00	REMOVE PAVEMENT	948	SY	\$ 18.57	\$ 17,604.36
8	1101.25	SAWING PAVEMENT	1,117	LF	\$ 5.17	\$ 5,774.89
9	1103.00	REMOVE AND SALVAGE BRICK SURFACE	150	SY	\$ 47.14	\$ 7,071.00
10	1106.00	REMOVE DRIVEWAY	575	SY	\$ 17.43	\$ 10,022.25
11	1107.00	REMOVE WALK	452	SY	\$ 16.73	\$ 7,561.96
12	1108.00	REMOVE COMBINATION CURB AND GUTTER	69	LF	\$ 13.11	\$ 904.59
13	1117.00	REMOVE MANHOLE	2	EA	\$ 836.84	\$ 1,673.68
14	1119.00	REMOVE INLET	6	EA	\$ 929.72	\$ 5,578.32
15	1995.00	STABILIZED CONSTRUCTION EXIT	1	EA	\$ 2,935.42	\$ 2,935.42
16	3014.09	COMBINATION CONCRETE CURB AND GUTTER	69	LF	\$ 78.75	\$ 5,433.75
17	3016.21	CONCRETE CLASS 47B-3000 SIDEWALK, 4"	615	SY	\$ 63	\$ 38,745.00
18	3016.39	DETECTABLE WARNING PANEL	180	SF	\$ 47.25	\$ 8,505.00
19	3017.15	CONCRETE HEADER	110	LF	\$ 105.00	\$ 11,550.00
20	3020.24	CONCRETE CLASS 47B-3500 DRIVEWAY, 6"	607	SY	\$ 73.50	\$ 44,614.50
21	3075.22	7" CONCRETE PAVEMENT, CLASS 47B-3500	1,097	SY	\$ 78.75	\$ 86,388.75
22	4015.00	ADJUST MANHOLE TO GRADE	1	EA	\$ 1,050	\$ 1,050
23	4016.00	CONSTRUCT 60" MANHOLE	7	EA	\$ 11,239.80	\$ 78,678.60
24	4043.50	REMOVE SEWER PIPE	484	LF	\$ 29.02	\$ 14,045.68
25	4107.04	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.72	CY	\$ 2,299.47	\$ 1,655.62

26	4130.06	CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG	0.55	CY	\$ 1,828.64	\$ 1,005.75
27	4157.00	REINFORCING STEEL FOR COLLARS	70	LB	\$ 2.87	\$ 200.90
28	7309.90	REMOVE AND REINSTALL SIGN	9	EA	\$ 279.24	\$ 2,513.16
29	9034.00	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	607	SY	\$ 21.00	\$ 12,747.00
30	9173.20	SUBGRADE PREPARATION	1,113	SY	\$ 4.20	\$ 4,674.60
31	L010.00	SODDING	1,798	SY	\$ 17.47	\$ 31,411.06
32	L021.72	CURB INLET PROTECTION	324	LF	\$ 26.69	\$ 8,647.56
33	L022.11	FABRIC SILT FENCE ' LOW POROSITY'	100	LF	\$ 11.04	\$ 1,104.00
34	P700.15	15" STORM SEWER PIPE, TYPE 2	341	LF	\$ 118.29	\$ 40,336.89
35	P700.36	36" STORM SEWER PIPE, TYPE 2	1,273	LF	\$ 222.07	\$ 282,695.11
36	W600.03	ADJUST VALVE BOX TO GRADE	5	EA	\$ 525.00	\$ 2,625.00
37		NDOT STANDARD CURB INLET, PLAN 443 (Y=12')	5	EA	\$ 10,376.44	\$ 51,882.20
38		NDOT STANDARD CURB INLET, PLAN 443 (Y=8')	1	EA	\$ 8,677.79	\$ 8,677.79
39		REMOVE AND RELOCATE FIRE HYDRANT	1	EA	\$ 8,404.10	\$ 8,404.10
40		UTILITY POTHOLING	5	EA	\$ 2,113.50	\$ 10,567.50
41		WATER MAIN RECONSTRUCTION (LOOP)	4	EA	\$ 11,640.26	\$ 46,561.04
<b>TOTAL BID (ITEMS 1-41, INCLUSIVE)</b>					<b>\$</b>	<b>944,553.99</b>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond;

Defined Terms

7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 8 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: General Excavation LLC  
(SEAL)

State of Incorporation: Nebraska  
Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Ted C Butte

Title: President  
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in [State where Project is located] is 09 / 17 / 1987.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 6701 Cornhusker Hwy

Lincoln, NE 68507

Phone No. (402)467-1627 Fax No. (402)467-2084

E-mail jbounds@generalexavating.com

SUBMITTED on March 28, 2023.

State Contractor License No. 22626. [If applicable]

Letter of Authority

Ted C. Butler, President of General Excavating, is authorized and has been so authorized since May 27, 2022 to sign contracts, change orders, agreements and any other related items for General Excavating and that General Excavating is one and the same entity as General Excavating, LLC.

  
Joseph T. Hausmann, Managing Member

3-28-23  
Date



Design with Purpose. Build with Confidence.

April 27, 2023

Mr. Michael Oneby, P.E.  
City Engineer  
City of Seward, Nebraska  
142 N. 7<sup>th</sup> Street  
Seward, NE 68434

RE: Bradford Street Storm Sewer Project  
Schemmer Project No. 08586001

Dear Mr. Oneby:

On March 28, 2023 bids were received for the referenced project. Four bids were received in the amounts as follows:

	Bid Amount
NL&L Concrete	\$731,748.75
General Excavating	\$944,553.99
ME Collins.	\$952,351.72
MTZ Construction	\$1,119,100.00
Engineer's Estimate	\$922,307.00

We have conducted research on the apparent low bidder for NL&L Concrete in regard to past performance, project experience and the submitted bid for the project.

Regarding past performance, our research has provided satisfactory results.

Regarding the bid for the project, the bid presented by NL&L Concrete was significantly below (23% lower) than the next two lowest bidders and 35% below the fourth bidder. The second and third lowest bids were in line with the engineer's estimate.

Regarding project experience, the City had requested past project experience from NL&L Concrete related to paving, storm sewer, box culvert, watermain and sanitary sewer construction. NL&L Concrete was not able to produce project experience as it relates to box culvert construction but did provide experience related to the other types of work. Multiple follow-up attempts requesting additional information were sent to NL&L via email and phone messages over a 10-day period with no response from NL&L Concrete.

Based on the research summarized above, we are recommending that the City not award the contract to NL&L Concrete.

PHONE 402.488.2500  
FAX 402.488.3221

333 South 21st Street, Suite 102  
Lincoln, Nebraska 68510

SCHEMMER.COM

We are recommending that the City award a contract to General Excavating in the amount of \$944,553.99 as the lowest responsible bidder and is also determined to be a qualified bidder for the work.

Sincerely,

THE SCHEMMER ASSOCIATES INC.

A handwritten signature in black ink, appearing to read "Doug Hoffe". The signature is written in a cursive style with a large initial "D" and "H".

Doug Hoffe, P.E.  
Principal-in-charge

6. Consideration of Issuance of Request for Proposals for Roof Replacement of Selected City Properties Due to June 14, 2022 Storm Event - City Clerk Bargmann

**THE CITY OF SEWARD, NEBRASKA**



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. [www.CityofSewardNE.gov](http://www.CityofSewardNE.gov)

**REQUEST FOR PROPOSALS (RFP)  
FOR  
ROOF REPLACEMENT OF SELECTED CITY PROPERTIES**

**To All Interested Contractors:**

**Contractors are invited to submit a formal proposal to replace the roofs at specified City locations affected by the June 14, 2022, storms (locations included in RFP). Sealed proposals will be received until 12:00 p.m., local time, on Friday, May 12, 2023. All proposals shall be clearly marked with 'City of Seward – Roof Replacements RFP'. Immediately following the closing date of the RFP, the City of Seward will open the proposals and determine the next steps forward.**

**Proposals are to be submitted to:**

**Seward City Hall  
ATTN: City Clerk  
537 Main Street  
Seward, Nebraska 68434**

**Submission Deadline  
Friday, May 12, 2023 at 12:00PM**

**REQUESTS FOR PROPOSALS (RFP)  
ROOF REPLACEMENT OF SELECTED CITY PROPERTIES  
FOR THE CITY OF SEWARD, NEBRASKA**

**I. REQUEST FOR PROPOSALS**

As a result of the June 14, 2022, severe storms affecting Seward County, the City of Seward (City) sustained heavy damages to various public properties. After review by the insurance adjustor, many affected properties were deemed to have significant roofing damage. As such, the City is advertising to solicit Requests for Proposals (RFP) from qualified contractors to provide roof replacement/repair services for selected properties as deemed by the City. **A qualified contractor shall be a respondent who is able to reference similar local projects; verify significant work within the City; and provides a clean cost break down per property listed.** The City desires to enter into a master agreement with the selected company with the ability to add future properties at an agreed upon rate.

The City will select the respondent whose proposal is most responsive to this RFP and is determined to be in the best interest of the City. Proposals submitted in response to the RFP must provide sufficient detail and information to complete an evaluation of their ability to perform these services.

The City reserves the right to modify this RFP at any time. The bidder is responsible to contact City Clerk Derek Bargmann (402-643-2928 x 121, [derek.bargmann@cityofsewardne.gov](mailto:derek.bargmann@cityofsewardne.gov)), prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, addenda, etc. will be posted to the City's website under Business Resources > Public Bids: <https://cityofsewardne.gov/public-bids/>

The City reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

**II. GENERAL INFORMATION**

**A. Conditions of Work**

It is understood that except as otherwise specifically stated in the contract, the contractor shall provide and pay for all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses necessary for the execution of work shall be secured by the contractor but no fees will be charged to the contractor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the City.

Any City facilities shall never be opened to the elements at any time and all openings must be covered in a manner to withstand any weather condition and must be secured to avoid anyone entering the building through roof openings. Further, all outside and inside areas of the building and grounds shall remain clean and free of construction debris as to not interrupt City operations.

**B. Existing Conditions**

The contractor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any assertions based on lack of knowledge of existing conditions.

**C. Pre-Bid Examination**

Interested respondents may examine the facilities upon request and confirmation from Bob Core, Public Properties Director, 402-643-2928 x 202 or [bob.core@cityofsewardne.gov](mailto:bob.core@cityofsewardne.gov).

**D. Insurance**

The contractor shall acquire and carry throughout the contract term any applicable insurance, including workers compensation or employee accident insurance if the respondent has employees. At a minimum the contractor shall secure liability/professional insurance if there are no employees or subcontractors. The following amounts must be under coverage:

- Liability insurance, personal injury, including death up to \$250,000.00 for each person and \$500,000.00 for each accident.
- Property Damage with limits of \$500,000.00 for each accident and \$1,000,000.00 in the aggregate.

Certificate of insurance with the City of Seward listed as additional insured must be sent to the City prior to commencement of work.

**E. Indemnity**

The contractor is acknowledged as an independent contractor of the City and as such will indemnify and hold harmless the City for any and all loss, expense, and/or claims associated with or arising out of such injury or damage due to the activities or from any act or omission of the contractor, its board members (if applicable), employees, representatives, family members, and volunteers.

**F. Statement of Qualifications**

As part of the proposal, the respondent must complete the attached "Statement of Qualification" before awarding of contract, to demonstrate to the complete satisfaction of the City, that the contractor has the necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner within the time specified; the contractor has had experience in work of the same or similar nature; and the contractor has past history to assure the City of the contractor's qualifications for executing the work. **Please list all projects and permits issued by the City within the City in the last 24 months and indicate the three most like projects on the statement of qualifications page.**

**G. Addenda**

If any questions arise from the RFP, contractor may submit questions to Derek Bargmann, City Clerk, at 402-643-2928 x 121 or [derek.bargmann@cityofsewardne.gov](mailto:derek.bargmann@cityofsewardne.gov). Any interpretation documents will be made by addendum to the RFP. Any addenda will be published on the City's website at [www.cityofsewardne.gov/public-bids/](http://www.cityofsewardne.gov/public-bids/). The City will not be responsible for any other explanations or interpretations. The City reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The City reserves the right to reject any or all proposals and waive technicalities and informalities.

**H. Deviations from Scope of Work**

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful contractor shall be held responsible thereto. Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved by the City as being the lower price unless the contractor requested in writing a correction or withdrawal of proposal prior to the date and time set for opening.

**I. Proposal Form and Format**

Proposal Form should be submitted in the format specified within this document, contain information required by the RFP, and submitted in a sealed envelope addressed to:

City of Seward, ATTN: City Clerk, 537 Main Street, Seward, NE 68434

Sealed proposals will be received until 12:00pm on Friday, May 12, 2023. All proposals shall be clearly marked with "City of Seward – Roof Replacements RFP". Immediately following the closing of the RFP, the City will open proposals.

**J. Award of Contract**

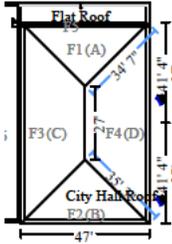
Award of contract will be made to the most responsive/responsible contractor meeting the requirement of the City within 30 days of the proposal opening date. This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods services listed herein. The City may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the City. Upon contract award, the City and contractor will sign an agreement prior to any work being started.

**III. SCOPE OF SERVICES**

The respondent to be contracted by the City of Seward will be expected to provide the following services:

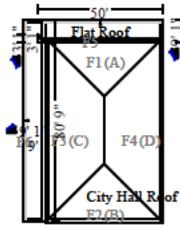
**Replace Roofs, as needed, at the following locations (square footage approximate):**

**a. City Hall – 537 Main Street; asphalt**



**City Hall Roof**

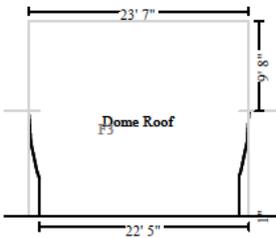
3866.63	Surface Area	38.67	Number of Squares
194.17	Total Perimeter Length	27.00	Total Ridge Length
139.75	Total Hip Length		



**Flat Roof**

1173.66	Surface Area	11.74	Number of Squares
292.86	Total Perimeter Length		

**b. Bandshell – 140 N 5<sup>th</sup> Street; domed roof = asphalt, flat roof = bitumen**



**Dome Roof**

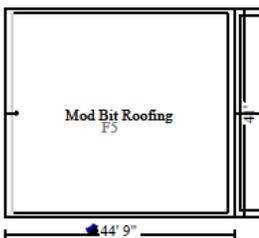
559.57	Surface Area	5.60	Number of Squares
73.75	Total Perimeter Length		

**Flat Roof**



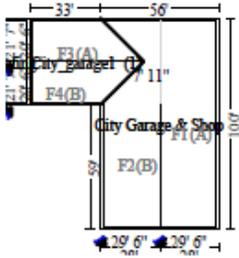
470.27	Surface Area	4.70	Number of Squares
111.05	Total Perimeter Length		

**c. City Garage – 223 N 7<sup>th</sup> Street; pitched roof = asphalt, flat roof = bitumen; north gutter/downspout**



**Mod Bit Roofing**

1835.26	Surface Area	18.35	Number of Squares
171.52	Total Perimeter Length		

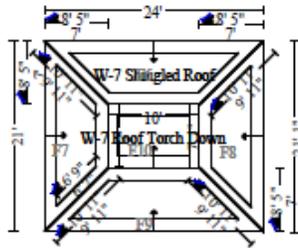


**City Garage & Shop**

7327.90 Surface Area  
386.27 Total Perimeter Length

73.28 Number of Squares  
153.48 Total Ridge Length

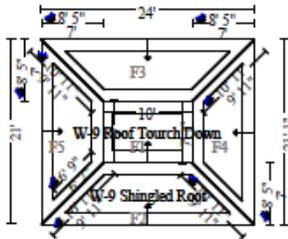
**d. Wells 7 & 9 (on Walker Road between County Roads 322 & 366) - asphalt**



**W-7 Shingled Roof**

522.28 Surface Area  
90.24 Total Perimeter Length  
43.72 Total Hip Length

5.22 Number of Squares  
33.83 Total Ridge Length

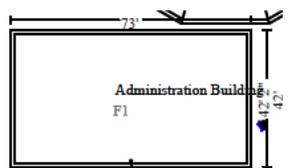


**W-9 Shingled Roof**

522.28 Surface Area  
100.24 Total Perimeter Length  
43.72 Total Hip Length

5.22 Number of Squares  
23.83 Total Ridge Length

**e. Wastewater Treatment Plant (Admin Building) - 1040 S Columbia; bitumen**

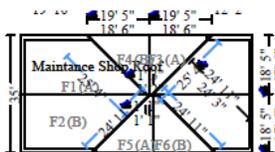


**Administration Building**

3079.87 Surface Area  
230.38 Total Perimeter Length

30.80 Number of Squares

**f. Maintenance Shop, Plum Creek Park Sports 2-plex - 2111 Karol Kay Blvd; asphalt**



**Maintenance Shop Roof**

2545.63 Surface Area  
221.72 Total Perimeter Length

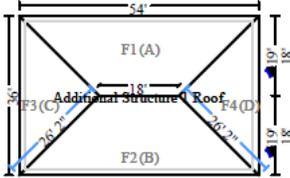
25.46 Number of Squares  
103.58 Total Ridge Length

**g. Moffitt Park – Pool & Pump House – 167 N 14<sup>th</sup> Street;** asphalt on both



**Pool Building Roof**

6462.72	Surface Area	64.63	Number of Squares
481.92	Total Perimeter Length	198.61	Total Ridge Length
185.02	Total Hip Length		



**Additional Structure 1 Roof**

2049.16	Surface Area	20.49	Number of Squares
180.00	Total Perimeter Length	18.00	Total Ridge Length
104.61	Total Hip Length		

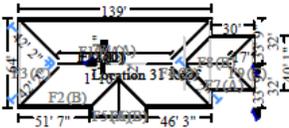
**h. BoyScout Building (Moffitt Park) – asphalt; gutters and downspout**



**Boyscouts Building Roof**

1680.00	Surface Area	16.80	Number of Squares
166.00	Total Perimeter Length	48.00	Total Ridge Length

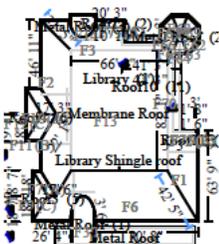
**i. Lied Senior Center – 1010 Manor Drive; asphalt; gutters and downspout**



**Location 31 Roof**

10958.40	Surface Area	109.58	Number of Squares
504.10	Total Perimeter Length	146.65	Total Ridge Length
223.69	Total Hip Length		

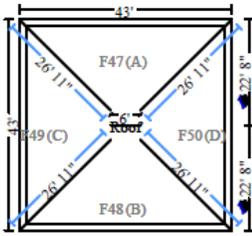
**j. Seward Memorial Library – 233 S 5<sup>th</sup> Street; pitched roof = asphalt; gutters and downspout**



**Library Shingle roof**

9017.81	Surface Area	90.18	Number of Squares
843.50	Total Perimeter Length	15.50	Total Ridge Length
187.15	Total Hip Length		

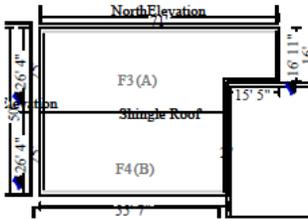
**k. Plum Creek Sports Complex-4 fields (Main Building) – 2222 Karol Kay Blvd; asphalt**



**Roof**

1949.02	Surface Area	19.49	Number of Squares
172.00	Total Perimeter Length	6.00	Total Ridge Length
107.52	Total Hip Length		

**l. Electric Department Building – 1345 River Street; asphalt**



**Shingle Roof**

3189.56	Surface Area	31.90	Number of Squares
247.41	Total Perimeter Length	55.58	Total Ridge Length

**IV. BID DOCUMENTS – TO BE INCLUDED IN THE PROPOSAL**

**PROPOSAL FORM FOR THE ROOF REPLACEMENT OF SELECTED CITY PROPERTIES**

**DUE NO LATER THAN 12:00 PM ON FRIDAY, MAY 12, 2023**

Name of Contractor: \_\_\_\_\_

Having carefully examined the proposal requirements including the General Conditions, and the Request for Proposal for City of Seward 'Roof Replacement of Selected City Properties' RFP, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties, and delivery of specified in the attached proposal for the total sum not to exceed:

City Hall	\$ _____
Bandshell	\$ _____
City Garage	\$ _____
Wells 7 & 9	\$ _____
Wastewater Treatment Plant (Admin Building)	\$ _____
Maintenance Shop, Plum Creek Park	\$ _____
Moffitt Park – Pool & Pump House	\$ _____
BoyScout Building	\$ _____
Lied Senior Center	\$ _____
Seward Memorial Library	\$ _____
Sports Complex-4 fields (Main Building)	\$ _____
Electric Department Building	\$ _____

**GRAND TOTAL** \$ \_\_\_\_\_

**Itemized bids for each property shall be included to confirm the amount per location.**

Respectfully Submitted,

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

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name and Title of Contractor's Rep: \_\_\_\_\_

Signature: \_\_\_\_\_

**A statement of contractor qualifications—three references—must be included in the submittal:**

Name of Contractor: \_\_\_\_\_

**Please provide three similar or like projects within the last 24 months, which demonstrate ability to complete the work. Projects should have occurred within the City and permit is required to be included in submission:**

**Project #1:**

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

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Summarize project completed: \_\_\_\_\_

\_\_\_\_\_

**Project #2:**

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

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Summarize project completed: \_\_\_\_\_

\_\_\_\_\_

**Project #3:**

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

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Summarize project completed: \_\_\_\_\_

\_\_\_\_\_

7. Items Related to City Personnel:

- A. Consideration of an Ordinance to Create a 'Clubhouse Short Order Cook' Position and Amend the 'Electric Lineman, Journeyman Lineman' Pay Steps Related to Apprentice Completion - City Administrator Butcher

ORDINANCE NO. 2023-10

AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO CREATE THE CLUBHOUSE SHORT ORDER COOK POSITION; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. CLASSIFICATION, RANGES OF COMPENSATION. The classification of officers and employees of the City of Seward, Nebraska, pay grades and ranges of compensation for such classification are as follows:

2022-2023 SALARY SCHEDULE  
PAY RANGE RATES

<u>POSITION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
(A) CLERICAL (HOURLY)		
Payroll Clerk	19.43	26.25
Utility Billing/Account Clerk	17.26	24.26
Administrative Assistant	16.71	23.54
Admin Assistant - Municipal Bldg	15.83	21.57
Library Assistant II/Social Media/IT	17.86	23.50
Library Assistant I	13.65	15.94
Library Clerk	11.04	13.76
Aging Services Commission Assistant	16.65	23.94
Clubhouse Short Order Cook	14.00	22.00
Golf Shop Seasonal Employee	10.86	13.17
(B) LABOR & TRADES (HOURLY)		
Civic Center Assistant	10.83	12.65
Custodian	14.03	20.90
Electric Line Crew Chief	42.29	52.67
Electric Journeyman Lineman	37.36	50.36
Electric Lineman	37.36	50.36

Electric Seasonal Groundman	20.66	24.36
Meter Maintenance Utility Worker	19.11	25.12
Utilities Locator	18.52	34.65
Assistant Public Properties Director	22.98	28.94
Public Properties Maintenance Worker	16.39	24.21
Street Foreman	25.01	32.35
Street Maintenance Worker III	20.18	26.46
Street Maintenance Worker II	18.00	24.28
Street Maintenance Worker I	17.45	21.82
Burn Site Assistant	11.08	15.91
Recycling Center Worker	11.08	15.91
Facility Maintenance Supervisor	25.98	34.50
WW Treatment/Sanitary System Operator	21.63	28.77
Senior Utility Maintenance Worker II	23.82	32.03
Utility Maintenance Worker II	22.58	30.98
Utility Maintenance Worker I	20.48	27.30
Summer Seasonal Laborer	14.09	14.65
Pool Manager	13.22	15.63
Assistant Pool Manager	11.42	13.55
Swim Program Coordinator	11.13	13.16
Lifeguard	10.83	12.02
Pool Office/Concession Work	10.83	12.02
Water Safety Instructor	10.83	12.02
Water Safety Instructor Aide	7.21	7.82

(C) PUBLIC SAFETY (HOURLY)

Police Sergeant	28.35	37.09
Police Officer II	27.22	33.22
Police Officer I	25.03	31.15
Administrative Secretary/Records Clerk	17.47	24.02
Community Service Officer	15.23	21.55

(D) SUPERVISORY, TECHNICAL & ADMINISTRATIVE (MONTHLY)

City Administrator	10,556	12,740
Chief of Police	6,894	8,605
City Engineer	6,596	8,794
Police Captain	5,999	7,185

Electric Superintendent	7,730	9,653
Public Properties Director	5,629	6,999
City Clerk/Human Resources Director	5,550	7,705
Water/Wastewater Director	5,336	7,929
Street Superintendent	5,507	7,046
Finance Director/Treasurer	6,448	7,808
Library Director	4,881	6,056
Deputy Treasurer	4,688	5,733
Golf Course Grounds Superintendent	4,688	5,467
Building/Zoning/Code Enforcement Director	4,779	5,962
Executive Director Wellness Center	4,688	5,467
Assistant Recreation Director	3,407	5,016
Golf Shop Manager	3,277	4,264
Assistant Library Director	3,270	4,421
Civic Center Manager	3,469	3,844

Section 2. LONGEVITY PAY. Each employee, who has completed their introductory period, will, for each year of service to the City, receive three dollars and forty-seven cents (\$3.47) per month if classified as exempt, or two cents (\$0.02) per hour if classified as non-exempt. This pay will be in addition to the established base pay in their classification as set forth in Section One of this ordinance.

Section 3. COMPENSATION PAYABLE BIWEEKLY. The compensation and salary fixed for the respective officers and employees of the City by this ordinance shall be paid biweekly.

Section 4. PART-TIME EMPLOYEES. Persons employed by the City on a part-time or occasional basis shall be paid on an hourly rate and at such time as shall be fixed by the Mayor and Council by motion.

Section 5. REPEAL. Any City of Seward ordinance, resolution, or employee handbook or part of any ordinance, resolution, or employee handbook of the City of Seward, Nebraska in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 6. WHEN OPERATIVE. This ordinance shall be effective after its approval, passage and publication as required by law and the ordinances of the City.

Passed and approved this 2nd day of May, 2023.

ATTEST:

THE CITY OF SEWARD, NEBRASKA

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

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

**2022-2023 (EFFECTIVE 1ST FULL PAY PERIOD FOLLOWING OCTOBER 1, 2022)**

**CLERICAL (HOURLY)**

POSITION	1	2	3	4	5	6	7	8	9
PAYROLL CLERK	19.43	20.28	21.13	21.98	22.84	23.69	24.54	25.40	26.25
UTIL BILLING/ACCOUNT CLERK	17.26	18.14	19.01	19.88	20.76	21.63	22.51	23.38	24.26
ADMIN ASSISTANT	16.71	17.56	18.41	19.27	20.12	20.98	21.83	22.69	23.54
ADMIN ASSISTANT - MUNI BUILDING	15.83	16.55	17.27	17.98	18.70	19.42	20.13	20.85	21.57
LIBRARY ASSISTANT II/Social Media/IT	17.86	18.57	19.27	19.97	20.68	21.38	22.09	22.79	23.50
LIBRARY ASSISTANT I	13.65	13.94	14.22	14.51	14.79	15.08	15.37	15.65	15.94
LIBRARY CLERK	11.04	11.38	11.72	12.06	12.40	12.74	13.08	13.42	13.76
AGING SERV. COMM. ASSISTANT	16.65	17.56	18.47	19.39	20.30	21.21	22.12	23.03	23.94
<b><u>CLUBHOUSE SHORT ORDER COOK</u></b>	<b><u>14.00</u></b>	<b><u>15.00</u></b>	<b><u>16.00</u></b>	<b><u>17.00</u></b>	<b><u>18.00</u></b>	<b><u>19.00</u></b>	<b><u>20.00</u></b>	<b><u>21.00</u></b>	<b><u>22.00</u></b>
GOLF SHOP SEASONAL EMPLOYEE	10.86	11.15	11.43	11.72	12.01	12.30	12.59	12.88	13.17

**LABOR & TRADES (HOURLY)**

POSITION	1	2	3	4	5	6	7	8	9
CIVIC CENTER ASSISTANT	10.83	11.05	11.28	11.51	11.74	11.97	12.20	12.42	12.65
CUSTODIAN	14.03	14.89	15.74	16.60	17.46	18.32	19.18	20.04	20.90
ELECTRIC LINE CREW CHIEF	42.29	43.59	44.88	46.18	47.48	48.78	50.08	51.37	52.67
<b><u>ELECTRIC JOURNEYMAN LINEMAN</u></b>	<b><u>37.36</u></b>	<b><u>39.18</u></b>	<b><u>41.00</u></b>	<b><u>42.82</u></b>	<b><u>44.64</u></b>	<b><u>46.46</u></b>	<b><u>48.28</u></b>	<b><u>50.11</u></b>	<b><u>50.36</u></b>
<b><u>ELECTRIC LINEMAN</u></b>	<b><u>37.36</u></b>	<b><u>39.18</u></b>	<b><u>41.00</u></b>	<b><u>42.82</u></b>	<b><u>44.64</u></b>	<b><u>46.46</u></b>	<b><u>48.28</u></b>	<b><u>50.11</u></b>	<b><u>50.36</u></b>
ELECTRIC SEASONAL GROUNDMAN	20.66	21.13	21.59	22.05	22.51	22.97	23.44	23.90	24.36
METER MAINTENANCE UTILITY WORKER	19.11	19.86	20.61	21.36	22.11	22.86	23.61	24.37	25.12
UTILITIES LOCATOR	18.52	20.54	22.55	24.57	26.59	28.60	30.62	32.63	34.65
ASSIST. PUBLIC PROP. DIRECTOR	22.98	23.73	24.47	25.22	25.96	26.71	27.45	28.19	28.94
PUBLIC PROP. MAINTENANCE WORKER	16.39	17.37	18.35	19.32	20.30	21.28	22.26	23.24	24.21

**LABOR & TRADES (HOURLY)**

POSITION	1	2	3	4	5	6	7	8	9
STREET FOREMAN	25.01	25.93	26.85	27.76	28.68	29.60	30.52	31.43	32.35
STREET MAINT. WORKER III	20.18	20.97	21.75	22.54	23.32	24.11	24.89	25.68	26.46
STREET MAINT. WORKER II	18.00	18.78	19.57	20.35	21.14	21.92	22.71	23.49	24.28
STREET MAINT. WORKER I	17.45	18.00	18.54	19.09	19.64	20.18	20.73	21.27	21.82
RECYCLING WORKER	11.08	11.68	12.29	12.89	13.49	14.10	14.70	15.30	15.91
BURN SITE ASSISTANT	11.08	11.68	12.29	12.89	13.49	14.10	14.70	15.30	15.91
FACILITY MAINTENANCE SUPERV	25.98	27.04	28.11	29.17	30.24	31.31	32.37	33.44	34.50
WW TRMT / SANITARY SYS OPER	21.63	22.52	23.42	24.31	25.20	26.09	26.99	27.88	28.77
SENIOR UTIL. MAINT. WORKER II	23.82	24.85	25.87	26.90	27.92	28.95	29.97	31.00	32.03
UTIL MAINT. WORKER II	22.58	23.63	24.68	25.73	26.78	27.83	28.88	29.93	30.98
UTIL MAINT. WORKER I	20.48	21.33	22.18	23.03	23.89	24.74	25.59	26.45	27.30

SUMMER SEASONAL LABORER	14.09	14.65							
POOL MANAGER	13.22	13.52	13.82	14.13	14.43	14.73	15.03	15.33	15.63
ASST. POOL MANAGER	11.42	11.69	11.95	12.22	12.48	12.75	13.01	13.28	13.55
SWIM PROGRAM COORDINATOR	11.13	11.38	11.64	11.89	12.14	12.40	12.65	12.90	13.16
POOL LIFEGUARD	10.83	10.98	11.12	11.27	11.42	11.57	11.72	11.87	12.02
POOL OFFICE/CONCESSIONS	10.83	10.98	11.12	11.27	11.42	11.57	11.72	11.87	12.02
WATER SAFETY INSTR.	10.83	10.98	11.12	11.27	11.42	11.57	11.72	11.87	12.02
WATER SAFETY INSTR. AIDE	7.21	7.29	7.37	7.44	7.52	7.59	7.67	7.75	7.82

**POLICE (HOURLY)**

POSITION	1	2	3	4	5	6	7	8	9
POLICE SERGEANT	28.35	29.44	30.53	31.63	32.72	33.81	34.90	35.99	37.09
POLICE OFFICER II	27.22	27.97	28.72	29.47	30.22	30.97	31.72	32.47	33.22
POLICE OFFICER I	25.03	25.80	26.56	27.33	28.09	28.86	29.62	30.39	31.15
ADM/SEC RECORDS CLK PD	17.47	18.29	19.11	19.93	20.75	21.57	22.39	23.21	24.02
COMMUNITY SERVICE OFFICER	15.23	16.02	16.81	17.60	18.39	19.18	19.97	20.76	21.55

**SUPERVISORY, TECHNICAL, ADMINISTRATIVE (MONTHLY)**

POSITION	1	2	3	4	5	6	7	8	9
CITY ADMINISTRATOR	10,556	10,829	11,102	11,375	11,648	11,921	12,194	12,467	12,740
CHIEF OF POLICE	6,894	7,108	7,322	7,536	7,750	7,963	8,177	8,391	8,605
CITY ENGINEER	6,596	6,871	7,146	7,420	7,695	7,970	8,244	8,519	8,794
POLICE CAPTAIN	5,999	6,147	6,295	6,444	6,592	6,740	6,889	7,037	7,185
ELECTRIC SUPERINTENDENT	7,730	7,970	8,210	8,451	8,691	8,932	9,172	9,413	9,653
PUBLIC PROPERTIES DIRECTOR	5,629	5,800	5,972	6,143	6,314	6,485	6,657	6,828	6,999
CITY CLERK/HR DIRECTOR	5,550	5,820	6,089	6,358	6,628	6,897	7,166	7,436	7,705
W/WWTW DIRECTOR	5,336	5,660	5,984	6,308	6,632	6,956	7,280	7,604	7,929
STREET SUPERINTENDENT	5,507	5,700	5,892	6,084	6,276	6,469	6,661	6,853	7,046
FINANCE DIRECTOR/TREASURER	6,448	6,618	6,788	6,958	7,128	7,298	7,468	7,638	7,808
LIBRARY DIRECTOR	4,881	5,028	5,175	5,322	5,469	5,616	5,763	5,910	6,056
DEPUTY TREASURER	4,688	4,819	4,949	5,080	5,211	5,341	5,472	5,602	5,733
GOLF COURSE GROUNDS SUPERINTENDENT	4,688	4,786	4,883	4,980	5,078	5,175	5,273	5,370	5,467
BLDG/ZONING/CODE ENFORCEMENT	4,779	4,926	5,074	5,222	5,370	5,518	5,666	5,814	5,962
EXECUTIVE DIRECTOR WELLNESS CENTER	4,688	4,786	4,883	4,980	5,078	5,175	5,273	5,370	5,467
ASSISTANT RECREATION DIRECTOR	3,407	3,608	3,809	4,010	4,212	4,413	4,614	4,815	5,016
GOLF SHOP MANAGER	3,277	3,400	3,524	3,647	3,771	3,894	4,017	4,141	4,264
ASST LIBRARY DIRECTOR	3,270	3,414	3,557	3,701	3,845	3,989	4,133	4,277	4,421
CIVIC CENTER MANAGER	3,469	3,516	3,563	3,610	3,657	3,703	3,750	3,797	3,844



**Job Title:** Clubhouse Short-Order Cook  
**Department:** Public Properties  
**FLSA Status:** Non-Exempt, Hourly, Part Time  
**Revised Date:** 5/2/23 (Council Created)

### **Accountability**

Under the direction of the Public Properties Manager and Golf Shop Manager, respectively.

### **Job Summary**

Assists in the operation of the kitchen counter at the municipal nine-hole golf course clubhouse.

### **Essential Job Functions**

Organizes the opening and closing of the golf course clubhouse concessions; prepares and serves food and beverages; operates a cash register, issues receipts, and accounts for all cash received; cleans and maintains the kitchen area and equipment; orders, receives and verifies the delivery of kitchen products; fills stock and display receptacles with food items as needed; greets customers and provides professional customer service; may assist with serving alcoholic beverages; and assists with month end inventories and completes inventory reports.

### **Knowledge, Abilities and Skills**

Knowledge of safe work practices and food handling; liquor license rules and regulations; and best practices in inventory control. Ability to operate appliances in kitchen area; ability to prepare and serve short order food and drink; ability to assist Golf Shop Manager to complete stock orders, receive products, and verify their receipt; and ability to operate computer and cash machine with high degree of accuracy. Ability to stand for long periods of time and lift up to 50 pounds; and ability to work flexible hours with some morning, afternoon, evening, and weekend hours. Good oral and written communication skills required to effectively communicate on a daily basis with other City employees and the public, especially in situations where customers may be inebriated.

### **Education and Experience**

Graduation from High School or equivalent, plus one (1) or more years' experience in customer service or food handling preferred; Possession of a State of Nebraska Food Handler's Certificate preferred.

### **Special Requirements**

Must be able to comply with all rules and regulations of the Nebraska Liquor Control Act as it pertains to operating a liquor license.

**Note:** *The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.*

**Leah Jones Fink | Lead, Human Resources**



Office: 402-473-3229

Mobile: 402-429-4697

[LES.com](http://LES.com) | 9445 Rokeby Road | Lincoln, NE 68526-9788



1-Wage ranges for all lineman/journeyman lineman/foreman?

**Union Jobs:**

	<b>Pay</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Position</b>	<b>Grade</b>	<b>5/1/2023</b>	<b>5/1/2024</b>	<b>5/1/2025</b>
Line Technician Apprentice	UH-14	\$ 30.83	\$ 31.75	\$ 32.70
Line Technician IA	UH-16	\$ 34.00	\$ 35.02	\$ 36.07
Line Technician IB	UH-18	\$ 37.46	\$ 38.58	\$ 39.74
Line Technician IIA	UH-19	\$ 39.33	\$ 40.51	\$ 41.73
Line Technician IIB	UH-20	\$ 41.34	\$ 42.58	\$ 43.86
Line Technician IIIA	UH-21	\$ 43.40	\$ 44.70	\$ 46.04
Line Technician IIIB	UH-22	\$ 45.57	\$ 46.94	\$ 48.35
Line Technician IVA	UH-23	\$ 47.83	\$ 49.26	\$ 50.74
Line Technician 1st Class	UH-24	\$ 50.23	\$ 51.74	\$ 53.29

## Career Opportunities: Line Technician (3738)

Requisition ID 3738 - Posted 03/13/2023 - Regular - Full-time - Trades and Crafts

Job Description Print Preview



Located in Lincoln, Nebraska, customer-owned LES is one of the nation's leading utility companies. We're recognized for low costs, reliability, financial stability, innovation, environmental stewardship, community involvement and exceptional customer service. So, if you are looking for a career, and not just a job; if you value working in an atmosphere that values passion and talent, high personal standards, service excellence, the environment and the community in which we live- LES may be the place for you. Please note, LES is interested in every qualified candidate who is eligible to work in the United States. However, LES is not able to sponsor employment-based immigrant or non-immigrant visas. This is not a remote position and requires residency within reasonable commuting distance to LES in Lincoln, Nebraska daily.

<b>Job Title</b>		
Line Technician		
<b>Employment Type</b>	<b>Starting Pay Range</b>	<b>Posting Date</b>
Full-time	\$30.83 - \$50.23	3/13/2023
<b>Employment Classification</b>	<b>Division</b>	<b>Closing Date</b>
Regular	Energy Delivery	Until Filled

Let's do this! Do you enjoy safely working on high voltage powerlines? LES currently has an opportunity for you as a Line Technician. Whether it's building new infrastructure, restoring power, or preventing future outages, you can feel accomplished as your efforts come to life in our team driven environment. We offer highly competitive wages and benefits to hire and retain valuable employees. Do you have experience? LES recognizes relevant prior work experience for the purpose of personal leave accrual upon hire. Employees are given one year of LES credit for every 2 years of relevant external work towards their monthly accrual rate. LES is a company that values passion, high personal standards, excellent service, the environment, and the community in which we live. If your values match ours, then LES may be the right fit for your career!

We are filling multiple line technician openings from apprentice to journeyman and this posting will close when all positions are filled.

### CORE COMPETENCIES & ESSENTIAL DUTIES

To construct, operate, and maintain electrical line facilities and operate substations in accordance with LES design standards and established policies, safety rules, procedures, and practices to provide a reliable electrical service for LES customers. Work is subject to direct supervision during progress and upon completion by a supervisor for compliance with instructions. Performs emergency and overtime work as necessary. Consistent and reliable attendance is required. Please note, LES is interested in every qualified candidate who is eligible to work in the United States. However, LES is not able to sponsor employment-based immigrant or non-immigrant visas.

- Under direct supervision performs all phases of the construction, operation and maintenance of energized and de-energized facilities, while ensuring the safety of themselves, fellow workers, and the general public, in accordance with LES procedures, policies, practices, and safety rules.
- Follows LES procedures for line and substation switching and performs such activities as directed.
- Follows directions to modifying maintenance or construction procedures, methods, or materials within guidelines to solve maintenance or construction problems. Secures approval from the Crew Leader or Field Supervisor on other problems or concerns outside of these guidelines.
- Assists in the process to procure, direct, and perform switching and clearance orders.
- Under direct supervision operates and maintains tools, equipment, and safety devices necessary for the construction and maintenance of streetlight, transmission, and distribution lines and operation of substations.
- Complies with the LES Job Safety and Loss Control Policy, LES safety rules and procedures.

**Initiative** – Seeking a candidate who takes action on their own without being prompted; handles problems independently; able to resolve issues without relying on extensive help from others; does more than is expected or asked.

**Safety Awareness**– The ideal candidate in this role respects and complies with safety procedures/standards necessary to ensure a safe and healthful work environment; scans the environment for things that may pose a safety risk; and encourages others to utilize safe and healthy work practices.

**Accountability** – The individual in this position holds self and others responsible for goals, outcomes, deadlines, and objectives and follows through on commitments. Takes accountability for delivering on commitments; owns mistakes and uses them as opportunities for learning and development.

**Job Technical Skills** – The successful candidate keeps their technical skills current; effectively applies specialized knowledge and skills to perform work tasks; understands and masters the technical skills, knowledge, and tasks associated with his/her job; shares technical expertise with others.

### EDUCATION and/or EXPERIENCE

- Completion of a recognized program at a vocational school/college for power line technicians, and
- Construction work experience involving line technician work with 6 months of progressively responsible experience in area of assignment, or
- An equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

### CERTIFICATES, LICENSES, REGISTRATIONS

- Valid commercial driver's license
- Mobile Crane Operator Certification specializing in Service Truck Cranes or the ability to obtain within 18 months
- LES Apprentice Line Technician Program at the First-Class level

EEO Minorities/Women/Disabled/Veterans



**Job Title:** Electric Lineman  
**Department:** Electric  
**FLSA Status:** Non-Exempt, Hourly, Full Time  
**Revised Date:** See Below

**Accountability**

Under the direction of the Electric Superintendent and direct supervision of Line Crew Chief, respectively.

**Job Summary**

Performs skilled line work in the operation, construction, installation, maintenance and repair of overhead and underground electric distribution and transmission systems and facilities.

**Essential Job Functions**

Constructs, maintains and repairs 120 to 34,500 volt electric distribution and transmission lines and related overhead and underground work, including stringing wire, setting poles, hanging and installing transformers, lightning arrestors, cutouts, cross arms, and insulators; installs and maintains meters; installs load control equipment; monitors and operates substation equipment; performs service locates; installs and maintains street lights; trims trees; assists in gathering mapping and GIS data; drives vehicles and operates equipment, including medium to heavy equipment related to electric utility service work; operates tools standard to utility industry; interprets and performs work from construction prints; completes on-call assignments including emergency outages and repairs, out-of-service conditions, customer reconnects and substation monitoring; follows safety rules and regulations.

**Additional Duties and Responsibilities**

Learns various computer programs; performs meter reading; performs equipment and vehicle maintenance; assists other departments when requested; other duties as assigned.

**Knowledge, Abilities and Skills**

Knowledge of approved methods, materials, and tools used in electric line work; knowledge of the principles of electric theory which apply to electric distribution and transmission systems and the hazards of live line work and safety of the procedures to be used; ability to climb with hooks and belt and perform hot line work 120/240, 2400/4160 and 7200/12470 volts; knowledge of first aid including artificial respiration; ability to understand and follow oral or written instructions and operate a two way radio; ability to work in trenches; ability to work at heights; ability to be available after hours and weekends for on-call assignments; ability to withstand adverse weather conditions; ability to climb, crawl, run, bend, stoop, twist, reach, lift up to 75 lbs., sit and stand for long periods of time; have hand, eye, and body coordination to operate light to heavy machinery, tools, equipment and vehicles; work with exposure to noise; ability to transverse rough terrain on foot.

**Education and Experience**

High school diploma or equivalent; technical training equivalent to an associate degree program in electric utility maintenance or related program; and possession of a valid driver's license.

**Special Requirements**

Possession of or ability to obtain a Class B Commercial Driver's License within six months of hire date; ability to obtain Nebraska Public Power District Switchman Certification within one (1) year of hire date; must maintain residence within 30-minute response time to electric department facility.

**Progression through Pay Steps**

Employees within this classification will progress through the eight (8) steps of the pay line, established by City ordinance. Step progression will be based on completion of Merchant's Powerline Job Training and Safety Program or equivalent apprentice program. Completion of the Program will result in a Journeyman Lineman designation at Step 9. Step progression will be as follows:

- |   |   |
|---|---|
| Step 1 = Less than nine (9) chapter tests complete    | Step 2 = Completion of Book 1; 2,000 hours exp. |
| Step 3 = completion of fifteen (15) chapter tests     | Step 4 = Completion of Book 2; 4,000 hours exp. |
| Step 5 = completion of twenty-five (25) chapter tests | Step 6 = Completion of Book 3; 6,000 hours exp. |
| Step 7 = completion of thirty-five (35) chapter tests | Step 8 = Completion of Book 4; 8,000 hours exp. |

Job Description Revision Approved: \_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

**Note:** The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.



**Job Title:** Electric Lineman  
**Department:** Electric  
**FLSA Status:** Non-Exempt, Hourly, Full Time  
**Revised Date:** 4/2/19 (Council Approval) See Below

**Accountability**

Under the direction of the Electric Superintendent and direct supervision of Line Crew Chief, respectively.

**Job Summary**

Performs skilled line work in the operation, construction, installation, maintenance and repair of overhead and underground electric distribution and transmission systems and facilities.

**Essential Job Functions**

Constructs, maintains and repairs 120 to 34,500 volt electric distribution and transmission lines and related overhead and underground work, including stringing wire, setting poles, hanging and installing transformers, lightning arrestors, cutouts, cross arms, and insulators; installs and maintains meters; installs load control equipment; monitors and operates substation equipment; performs service locates; installs and maintains street lights; trims trees; assists in gathering mapping and GIS data; drives vehicles and operates equipment, including medium to heavy equipment related to electric utility service work; operates tools standard to utility industry; interprets and performs work from construction prints; completes on-call assignments including emergency outages and repairs, out-of-service conditions, customer reconnects and substation monitoring; follows safety rules and regulations.

**Additional Duties and Responsibilities**

Learns various computer programs; performs meter reading; performs equipment and vehicle maintenance; assists other departments when requested; other duties as assigned.

**Knowledge, Abilities and Skills**

Knowledge of approved methods, materials, and tools used in electric line work; knowledge of the principles of electric theory which apply to electric distribution and transmission systems and the hazards of live line work and safety of the procedures to be used; ability to climb with hooks and belt and perform hot line work 120/240, 2400/4160 and 7200/12470 volts; knowledge of first aid including artificial respiration; ability to understand and follow oral or written instructions and operate a two way radio; ability to work in trenches; ability to work at heights; ability to be available after hours and weekends for on-call assignments; ability to withstand adverse weather conditions; ability to climb, crawl, run, bend, stoop, twist, reach, lift up to 75 lbs., sit and stand for long periods of time; have hand, eye, and body coordination to operate light to heavy machinery, tools, equipment and vehicles; work with exposure to noise; ability to transverse rough terrain on foot.

**Education and Experience**

High school diploma or equivalent; technical training equivalent to an associate degree program in electric utility maintenance or related program; and possession of a valid driver's license.

**Special Requirements**

and possession of or ability to obtain a Class B Commercial Driver's License within six months of hire date; ability to obtain Nebraska Public Power District Switchman Certification within one (1) year of hire date; must maintain residence live within 30-30-minute response time to electric department facility.

**Progression through Pay Steps**

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9. Step progression will be as follows:

<u>Step 1 = Less than nine (9) chapter tests complete</u>	<u>Step 2 = Completion of Book 1; 2,000 hours exp.</u>
<u>Step 3 = completion of fifteen (15) chapter tests</u>	<u>Step 4 = Completion of Book 2; 4,000 hours exp.</u>
<u>Step 5 = completion of twenty-five (25) chapter tests</u>	<u>Step 6 = Completion of Book 3; 6,000 hours exp.</u>
<u>Step 7 = completion of thirty-five (35) chapter tests</u>	<u>Step 8 = Completion of Book 4; 8,000 hours exp.</u>

Job Description Revision Approved: \_\_\_\_\_  
City Administrator Date

**Note:** The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.



**Job Title:** Electric Journeyman Lineman  
**Department:** Electric  
**FLSA Status:** Non-Exempt, Hourly, Full Time  
**Revised Date:** See Below

### **Accountability**

Under the direction of the Electric Superintendent and Line Crew Chief, respectively.

### **Job Summary**

Performs skilled line work in the operation, construction, installation, maintenance and repair of overhead and underground electric distribution and transmission systems and facilities.

### **Essential Job Functions**

Constructs, maintains and repairs 120 to 34,500 volt electrical distribution and transmission lines and related overhead and underground work, including stringing wire, setting poles, hanging and installing transformers, lightning arrestors, cutouts, cross arms, and insulators; installs and maintains meters; installs load control equipment; installs, maintains, monitors and operates substation equipment; performs service locates; installs and maintains street lights; trims trees; assists in gathering mapping and GIS data; drives vehicles and operates all equipment, including medium to heavy equipment related to electric utility service work; operates tools standard to utility industry; interprets and performs work from construction prints; completes on-call assignments including emergency outages and repairs, out-of-service conditions, customer reconnects and substation monitoring; follows safety rules and regulations.

### **Additional Duties and Responsibilities**

Analyzes and initiates corrective action on outages and troubleshoots service-related problems; oversees substations maintenance and repairs; orders material and tracks inventory; monitors load control system; monitors and maintains SCADA system; programs electric meters; assists in training Lineman and seasonal help; learns various computer programs; performs equipment and vehicle maintenance; assists other departments when requested; reads meters; other duties as assigned.

### **Knowledge, Abilities and Skills**

Knowledge of approved methods, materials, and tools used in electric line work; knowledge of the principles of electric theory which apply to electric distribution and transmission systems and the hazards of live line work and safety of the procedures to be used; ability to climb with hooks and belt and perform hot line work 120/240, 2400/4160 and 7200/12470 volts; knowledge of first aid including artificial respiration; ability to understand and follow oral or written instructions and operate a two-way radio; ability to work in trenches; ability to work at heights; ability to be available after hours and weekends for on-call assignments; ability to withstand adverse weather conditions; ability to climb, crawl, run, bend, stoop, twist, reach, lift up to 75 lbs., sit and stand for long periods of time; have hand, eye, and body coordination to operate light to heavy machinery, tools, equipment and vehicles; work with exposure to noise; ability to transverse rough terrain on foot.

### **Education and Experience**

High school diploma or equivalent; completion of Merchant's Powerline Job Training and Safety Program, or equivalent apprentice program, including at least 8,000 hours of verifiable experience in the field of electric distribution and transmission systems, which will qualify for employee to obtain a Journeyman license with the State of Nebraska; possession of Nebraska Public Power District Switchman Certification; and possession of a valid driver's license.

### **Special Requirements**

Possession of or ability to obtain a Class B Commercial Driver's License within six months of hire date; must maintain residence within 30-minute response time to electric department facility.

### **Progression through Pay Steps**

A Nebraska-certified Journeyman Lineman will be placed at step 9 of the pay line, established by City ordinance.

**Note:** The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.

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Job Description Revision Approved: \_\_\_\_\_

City Administrator

\_\_\_\_\_ Date



**Job Title:** Electric Journeyman Lineman  
**Department:** Electric  
**FLSA Status:** Non-Exempt, Hourly, Full Time  
**Revised Date:** See Below

### **Accountability**

Under the direction of the Electric Superintendent and Line Crew Chief, respectively.

### **Job Summary**

Performs skilled line work in the operation, construction, installation, maintenance and repair of overhead and underground electric distribution and transmission systems and facilities.

### **Essential Job Functions**

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### **Education and Experience**

High school diploma or equivalent; completion of ~~apprenticeship-Merchant's Powerline Job Training and Safety program-Program, or equivalent apprentice program, obtaining Journeyman license including at least 8,000 hours of verifiable experience or certificate with four (4) years of practical work experience~~ in the field of ~~modern~~ electrical distribution and transmission systems, which will qualify for employee to obtain a Journeyman license with the State of Nebraska; possession of Nebraska Public Power District Switchman Certification; and possession of a valid driver's license.

### **Special Requirements**

~~and p~~ Possession of or ability to obtain a Class B Commercial Driver's License within six months of hire date; live-within must maintain residence within 30-30-minute response time to electric department facility.

### **Progression through Pay Steps**

A Nebraska-certified Journeyman Lineman will be placed at step 9 of the pay line, established by City ordinance.

***Note:** The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.*

Job Description Revision Approved: \_\_\_\_\_



- B. Authorization to Designate City Clerk Bargmann as Additional Signatory of City Accounts - City Administrator Butcher
- 8. Consideration of an Agreement with Nebraska Public Power District (NPPD) to Transfer Public Utility Regulatory Policies Act (PURPA) Certified Projects - City Administrator Butcher

**Agreement  
between  
Nebraska Public Power District  
and  
(CUSTOMER)**

This Agreement is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and \_\_\_\_\_, a public corporation and political subdivision of the State of Nebraska (Customer).

**RECITALS**

WHEREAS, NPPD and Customer are parties (Parties) to a 2016 Wholesale Power Contract for demand and energy entered into effective January 1, 2016 (the Contract), and;

WHEREAS, NPPD and Customer wish to address for purposes of the Public Utility Regulatory Policies Act (PURPA) requirements and the Parties rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as set forth below:

Customer agrees and consents to the transfer of its PURPA obligations to purchase power and energy from PURPA qualifying facilities (QFs) to NPPD and NPPD agrees to assume the obligation to purchase power and energy from QFs as long as Customer takes electric service from NPPD under the Contract, and as long as Customer does not act to reduce its electric purchases in accordance with the Contract provisions in the case where NPPD exceeds the Performance Standard as defined in the Contract, which action shall give the Customer the right to terminate this Agreement.

It is expressly agreed, however, that Customer shall retain the obligation to provide supplementary, interruptible, backup, and maintenance power to any QF that interconnects with Customer at rates that are non-discriminatory and consistent with what Customer charges other retail customers for similar services.

This Agreement shall be effective upon the filing date of the Federal Energy Regulatory Commission joint request of NPPD and Customer for a waiver of the Customer PURPA requirements and shall continue in effect through the duration of the Contract.

Except with respect to application to and implementation of this Agreement to the Contract, all terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the dates indicated below.

**(CUSTOMER)**

ATTEST:  
\_\_\_\_\_

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

**NEBRASKA PUBLIC POWER DISTRICT**

ATTEST:  
\_\_\_\_\_

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

9. Update on the Wellness Center - City Administrator Butcher  
**CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 4/25/23

- 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.
- Reviewed additional DTR items and worked with applicants on needed documents, met with applicants and SENDD.
- Continued to work with RDG Planning to complete blight study.
- Met with BVH, Sampson and Wellness Center Committee on design updates. Reviewed updated estimate for the building from Sampson. Attended Seward Changing the Game Inc meeting.
- Continue to work with new Water/Wastewater Director Brandon Koll as he gets acquainted with position.
- Continued 2023 comparability study with staff.
- Taught Junior Achievement class at Seward Elementary.
- Worked on a potential project for the Seward Rail Campus, conducted site visit with SCCDP.
- Reviewed Electric System Study with Electric Superintendent and Line Crew Chief and presentation by Olsson.
- Began process to replace Finance Director after receipt of Nick Wolf's notice.
- Met with SEH on funding plan for new WWTP.
- Met with property owner of potential private floodplain violations along with staff.
- Met with representatives of the fire department on internal matters.
- Attended Arbor Day celebrations as needed.
- Gathered documents for SCCDP/Langworthy trust civil case related to the Civic Center.
- Met with City Attorney and staff regarding bids for Park Avenue and Bradford St projects.
- Reviewed draft goal sheets for all employees with City Clerk.
- Attended City Safety Committee Meeting.
- Met on ISO classifications for code and fire.
- Met with reps on the Seward Trail Project and the BNSF crossings.
- Met with all City Hall staff to discuss roles while Nick and Emily are gone.
- Reviewed Street Sign issue with Street Superintendent.
- Met with Bottle Rocket Brewing about liquor license items.
- Met with local citizen about zoning issues and potential platting.
- Met with Water/Wastewater Superintendent to discuss updated WWTP Permit received in April.
- Reviewed fire hydrant issues in town with Water/Wastewater Superintendent based on recommendations from Fire Dept.
- Updated documents and amortization schedules with staff for IH Fear and Sparetime LB 840 DTR projects.
- Reviewed roofing RFP for June 2022 damage with City Clerk.
- Met with SENDD and City Clerk on status and related items for all CDBG DTRs.

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

### **Police Department**

- School Resource Officer meeting with Dr. Fields and Dr. Dominy.
- New Unit 2 to Jones Auto for upfit.
- Zuercher stakeholder meeting.
- Background investigation on PO-I candidate.

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

- Crosstrain with Emily on a few things on Tuesday afternoon.
- Follow up with Greg about roofing RFP from the June 14<sup>th</sup> Storm Cleanup.
- Review scoring and three goals for next period.

### **Water/Wastewater Department**

- Evaluate/determine and order parts for UV system.
- Budget.
- SW#4 Water Chemistry.
- WWTF Design Meeting.
- WWTF Funding Meeting.

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

- Sargent Drilling fixed the 4 plex well.
- Spreading mulch in parks.
- Spraying parks, and ball fields for weeds.
- Concordia and high school baseball have games at the fields.
- Irrigation maintenance.

### **Civic Center**

- Regular meetings.
- Quiz Bowl.
- Arbor Day/Tree Dedication Friday.
- CUNE Jazz Concert Friday evening.

### **Electric Department**

- Truck maintenance.
- Follow up of ALLO installations.
- Work on E. Seward boring.
- Change out meters.

### **Street Department**

- Street sweeping.
- Asphalt repair 5<sup>th</sup> street and Roberts street.
- Work on budget.
- Start cement repair across street from Sparetime on 4<sup>th</sup> street.

### **Library**

- Weeding in targeted areas of collection.
- Finalize a grant for submission to the Nebraska State Historical Society.
- Working on putting Heritage Room back together now that painting has finally been completed.
- Construction now underway in lower level.

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

- No May agenda for Planning Commission.
- Assisting Larry and Jared on the needed electric easements for Tenneco.
- Meet with Scott Dinslage to discuss the fenced outdoor lot for Alps Bark Park.
- Meet with Greg to discuss Cedar St detention cell for Hwy 15 ROW.
- Meet with Jonathan regarding historic downtown signage.

### **Engineering**

- Develop scope and negotiate fee w/HDR, contract survey (JEO) for the Levee Pump Station.
- Execute agreements with contractor regarding the Water Tower.
- Water main extension change order, 24-in trunk sewer, ROW documentation for Lieb and Jones, storm sewer construction East Seward Street (County).

- Notification to Concordia and public for Karol Kaye Box Culvert.
- Water main extension for Prairie View Development.

**Finance Dept.**

- Claims.
- Shutoff.
- File/document review w/Greg & Derek.

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

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

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

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Derek Bargmann, City Clerk

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Date