



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Wednesday, July 5, 2023

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Wednesday, July 5, 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

7-5-23

COUNCIL MEETING

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

| | | |
|---------------------------|----|-----------|
| ADE | RE | 25.00 |
| AKRS Equipment Inc | RE | 25.20 |
| Amazon Business | SU | 133.25 |
| Anderson Brock | SE | 200.00 |
| Aqua-Chem Inc | MA | 5,174.07 |
| ARPS | CI | 8,278.25 |
| Autographix Inc | EQ | 75.00 |
| Baker & Taylor | SU | 2,423.99 |
| Bishop Michael | OP | 90.00 |
| Black Hills Energy | UT | 873.22 |
| Blackburn Manufacturing C | SU | 1,448.96 |
| Blue Cross Blue Shield Ne | BE | 63,860.23 |
| Bode Adam | OP | 90.00 |
| Border States Industries | IV | 21,234.56 |
| Bridgestone Golf | MH | 416.73 |
| Brunckhorst Kent | OP | 90.00 |
| Campbell Cleaning | SE | 1,405.00 |
| Capital Business-Dallas | MA | 577.83 |
| Cash-Wa Distributing Co | SU | 756.64 |
| Cattle Bank | FA | 11,359.56 |
| Cerny Dan | OP | 90.00 |
| Chase Card Service | | 10,877.21 |
| AED Superstore | EQ | 52.63 |
| Amazon | SU | 330.93 |
| American Red Cross | TG | 882.00 |
| Brown Blue Training | TG | -398.00 |
| CA Park Rec Society | TG | 650.00 |
| Carhartt | UN | 150.48 |
| Constant Contact | SE | 20.00 |
| Emergency Solutions | MS | 167.00 |
| Fast Mart | SE | 12.00 |
| Foreup | SE | 499.80 |
| Fun Central | SU | 1,563.99 |
| GE Software | MS | 960.00 |
| GoToCom | MS | 376.24 |
| La Carreta | ML | 279.50 |
| La Cocina | ML | 145.89 |
| The Lifeguard Store | UN | 355.04 |
| Microsoft | MS | 250.33 |

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|---------------------------|----|----------|------------|
| NWEA | TG | 190.00 | |
| Od Kit, LLC | SU | 445.84 | |
| PGA of America | MS | 587.00 | |
| Runza | ML | 147.51 | |
| Sam's Club | SU | 1,665.15 | |
| Scheels | UN | 167.85 | |
| Sparetime Lounge | ML | 117.73 | |
| Spotify | MS | 10.74 | |
| Tracfone | OP | 34.43 | |
| USPS | PO | 48.76 | |
| Walmart | SU | 919.43 | |
| Weathertech | SU | 142.95 | |
| Zoom | MS | 101.99 | |
| Chelewski Kent | OP | | 90.00 |
| Cihal Alan F | OP | | 90.00 |
| City Clock Co | RE | | 130.00 |
| City Seward Electric Fund | UT | | 61,671.12 |
| City Seward Library Petty | PO | | 84.92 |
| City Seward Payroll Accou | SA | | 221,043.63 |
| Control Services Inc | RE | | 1,020.75 |
| Core Robert | OP | | 90.00 |
| Custom Products Corp | SU | | 1,098.81 |
| D & K Products | GU | | 476.00 |
| Dworak Tim | OP | | 270.00 |
| E M C Insurance Companies | MC | | 250.00 |
| Emergency Medical Product | EQ | | 33.83 |
| Farmers Valley Football | MS | | 200.00 |
| Firststar Fiber Inc | SE | | 617.94 |
| Fisher Zachary G | OP | | 90.00 |
| Fyr-Tek | EQ | | 45.37 |
| G T Distributors Inc | EQ | | 3,495.10 |
| Galls LLC | UN | | 721.56 |
| Gehring Construction | CI | | 110,053.17 |
| Gerhold Concrete Co Inc | GU | | 1,001.63 |
| Goldsmith Katrina | OP | | 90.00 |
| Grainger Inc | BU | | 217.62 |
| Great Plains Appraisal | SE | | 3,600.00 |
| Griswold Industries | MA | | 15,772.25 |
| Hans Jared | OP | | 90.00 |
| Hansen Dan | OP | | 90.00 |
| Happ Mitch | RI | | 1,340.00 |
| Hauder Alex | OP | | 90.00 |
| Herald Cody | OP | | 90.00 |
| Hireright LLC | SE | | 40.45 |
| Hobson Automotive & Tire | RE | | 608.93 |
| Hochstein Jared | OP | | 90.00 |
| Hoffschneider Law PC LLO | SE | | 4,750.00 |
| Hostert Steve | RI | | 75.00 |
| Husker Electric Supply Co | SU | | 5,200.79 |
| Hydraulic Equipment | RE | | 101.45 |

| | | |
|---------------------------|----|-----------|
| Janicek Gary M | OP | 90.00 |
| JEO Consulting Group | FA | 3,011.25 |
| Jones Automotive | FA | 14,396.86 |
| Jones Bank | MC | 573.12 |
| K & Z Distributing | SU | 162.30 |
| Kahler Daniel S | OP | 90.00 |
| Klenke Danielle/Nathan | SE | 95.00 |
| Koll Brandon | OP | 90.00 |
| Last Mile Network Consult | IT | 75.30 |
| Lee's Refrigeration | BU | 307.51 |
| Lincoln Winwater Works | RE | 1,924.17 |
| Lintt Braydon | OP | 90.00 |
| Lintt Mark | OP | 90.00 |
| Mandina Motors | RE | 60.50 |
| Matheson Tri-Gas Inc | OP | 193.34 |
| Memorial Health Care Syst | SE | 2,616.00 |
| Memorial Health-Drug | SE | 70.00 |
| Mid-American Benefits Inc | BE | 1,836.44 |
| Midwest Service & Sales | RE | 350.00 |
| Midwest Turf & Irrigation | RE | 1,105.92 |
| Miers Robert M | OP | 90.00 |
| Motorola Solutions Inc | SU | 100.00 |
| Municipal Supply Omaha | IV | 948.03 |
| Nebraska D A S Acct Ocio | MA | 245.00 |
| Nebraska Generator | RE | 1,006.90 |
| Nebraska Health Lab | MA | 108.00 |
| Nebraska Labor Dept | MC | 3,768.00 |
| Nebraska Nursery & Landsc | MS | 115.00 |
| Nextlink | SE | 200.00 |
| Nifco Mechanical Systems | RE | 13,661.00 |
| Norris Public Power Distr | UT | 1,202.74 |
| Oborny Tanner | OP | 90.00 |
| Olsson | SE | 2,262.57 |
| One Billing Solutions LLC | SE | 2,998.24 |
| Oneby Michael | OP | 270.00 |
| O'Reilly Automotive Inc | SU | 193.38 |
| Pac 'N' Save Discount Foo | SU | 24.00 |
| Payne Sherri | MI | 17.03 |
| Pecka Brook | OP | 90.00 |
| Pedersen Brent | OP | 90.00 |
| Pitney Bowes Reserve Acco | PO | 4,500.00 |
| Policky Brandon A | RI | 250.00 |
| Pollak Douglas W | OP | 90.00 |
| Principal Financial Group | BE | 2,482.86 |
| Quality Brands Of Lincoln | SU | 930.87 |
| Rathjen Shad | OP | 90.00 |
| Rodocker Avery | SE | 95.00 |
| Rose Equipment Inc | RE | 2,948.00 |
| Roth Tony | SE | 790.00 |
| Rotork | MA | 693.49 |

| | | | |
|---------------------------|--------------|--------|--------------|
| Ruether Larry L | OP | | 90.00 |
| Rumery Lawn & Landscape | RE | | 649.00 |
| Sampson Construction Co | BU | | 21,686.03 |
| Sestak David | OP | | 90.00 |
| Seward Co Chamber/Develop | RI | | 431.83 |
| Seward County Independent | PU | | 290.00 |
| Seward Kiwanis Club | SU | | 45.00 |
| Short Elliott Hendrickson | CI | | 11,559.66 |
| Sports Express | MH | | 238.83 |
| St Louis Michelle | OP | | 90.00 |
| State Distributing Co | SU | | 664.60 |
| Summit Fire Protection | SE | | 725.00 |
| Taylor Robert | OP | | 90.00 |
| Terracon Inc | CI | | 302.25 |
| Thiele Geotech Inc | SE | | 8,950.00 |
| Time Warner/Spectrum | SE | | 813.65 |
| Towle Faith/Tj | SE | | 60.00 |
| Ty'S Outdoor Power & Serv | RE | | 123.28 |
| U S A Bluebook - Cust 812 | SU | | 349.83 |
| U S Cellular | SE | | 212.63 |
| U S Postal Service | MS | | 4,500.00 |
| Vancura Brad | SE | | 95.00 |
| Verizon Wireless | SE | | 431.69 |
| Visa - Pinnacle Bank | | | 1,022.51 |
| Go Daddy | MS | 40.17 | |
| Grey House | SU | 242.00 | |
| Harlequin | SU | 44.99 | |
| Menards | SU | 68.23 | |
| National Audio | SU | 299.61 | |
| NextLink | SE | 115.00 | |
| OTC Brands | SU | 30.34 | |
| Techsoup | SE | 3.00 | |
| Walmart | SU | 163.18 | |
| Zoom | MS | 15.99 | |
| Watson Wendell B | OP | | 90.00 |
| Wesco Distribution Inc | IV | | 70,468.94 |
| Wolf Nicholas | MI | | 28.82 |
| Zimco Supply Co | OP | | 2,803.63 |
| | CLAIMS TOTAL | | \$758,805.02 |

2. Draft Minutes of June 20, 2023, City Council Meeting

June 20, 2023

The Seward City Council met at 7:01 p.m. on Tuesday, June 20, 2023, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: Tatum Tonniges. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Building/Zoning & Code Enf. Director Tim Dworak, and Chief of Police Brian Peters.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,310,702.92)
4. Police Department Report
5. Draft Minutes of June 6, 2023, Council Meeting
6. Mayor's Appointments to Boards and Commissions:
 - a. Re-Appointment of Jon Wilken to the Community Redevelopment Authority (CRA) for a 5-Year Term
 - b. Re-Appointment of Jeff Volzke to the Cemetery Board for a 3-Year Term
 - c. Re-Appointment of Mark Suhr and Sandy Wright to the Civic Center Commission for a 3-Year Term
 - d. Re-Appointment of Kregg Einspahr and Kenneth Schmieding to the Tree Board for a 3-Year Term
 - e. Re-Appointment of Dr. Dan Ellis, Lacey Koch, Ron Niemoth, and Russell Souчек to the Planning Commission for a 3-Year Term
 - f. Appointment of Clark Koehler (replaces Pat Coldiron) to the Cemetery Board for Remainder of Term

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

Nay: None. Absent: Tonniges. Motion carried.

PUBLIC HEARINGS

1. CONSIDERATION OF A SPECIAL USE PERMIT FOR 116 S COLUMBIA AVE TO ALLOW CONSTRUCTION OF AN ACCESSORY BUILDING IN EXCESS OF 900 SQUARE FEET

The applicant proposes construction of a 1450 sq. ft. accessory building on his property; therefore, a special use permit is required because the property is less than one acre. Building/Zoning & Code Enf. Director Dworak noted all conditions were met to issue the permit. The Planning Commission approved the permit unanimously at their June 12th meeting.

Mayor Eickmeier opened the public hearing at 7:04 p.m. With no public comment received, the public hearing was closed at 7:04 p.m.

Councilmember Kolterman moved, seconded by Councilmember Wergin, to approve the special use permit for 116 S Columbia Avenue as presented.

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

Nay: None. Absent: Tonniges. Motion carried.

2. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS RINGLER 1ST ADDITION FROM 'AG – AGRICULTURAL DISTRICT' TO 'RR – RURAL RESIDENTIAL DISTRICT'

Mr. Dworak noted that the applicant, Robert Ringler, had recently purchased this tract of land and wished to re-zone the property and perform a minor plat revision. All conditions have been met to allow for this change and the Planning Commission approved the request unanimously at their June 12th meeting.

June 20, 2023

Mayor Eickmeier opened the public hearing at 7:06 p.m. with the following comment received:

- Robert Ringler, applicant, introduced himself.

With no further public comment received, the public hearing was closed at 7:06 p.m.

Councilmember Wergin introduced Ordinance No. 2023-11. Councilmember Kolterman moved, seconded by Councilmember Singleton, to dispense with the statutory rule.

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

Nay: None. Absent: Tonniges. Motion carried.

Councilmember Wergin moved, seconded by Councilmember Kahler, 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. 2023-11**, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF ALVO RD AND WEST OF 294TH RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Nay: None. Absent: Tonniges. Motion carried.

3. CONSIDERATION OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT OF HENDRIX COMPOUND SUBDIVISION

Mr. Dworak noted the property in question had numerous errors in the previous platting, including overlapping subdivisions and boundaries, missing deeds, and incomplete easements. As such, City staff suggested a major subdivision application be submitted to resolve these issues. Further, he noted that although an application for a major subdivision was submitted, there are no plans to develop this property at this time. The Planning Commission approved this item unanimously at their June 12th meeting.

Mayor Eickmeier opened the public hearing at 7:10 p.m. with the following comment received:

- Alyssa Hendrix, applicant, reasserted there were no plans to develop the property if approved, but rather, to ensure the platting was accurate.

With no further public comment received, the public hearing was closed at 7:12 p.m.

Councilmember Wergin introduced Ordinance No. 2023-12. Councilmember Kolterman moved, seconded by Councilmember Singleton, to dispense with the statutory rule.

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

Nay: None. Absent: Tonniges. Motion carried.

Councilmember Wergin moved, seconded by Councilmember Kolterman, 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. 2023-12**, AN ORDINANCE TO APPROVE THE PLAT ENTITLED "HENDRIX COMPOUND SUBDIVISION", A PLAT OF LAND LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Nay: None. Absent: Tonniges. Motion carried.

4. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS HENDRIX COMPOUND SUBDIVISION FROM 'R-3 – URBAN RESIDENTIAL MIXED-DENSITY DISTRICT' TO 'R-4 – URBAN RESIDENTIAL MULTIFAMILY DISTRICT'

Mr. Dworak noted the plat for the previous item included both 'R-3' and 'R-4' zoning, so it was the desire of the applicant to rezone for consistency. The Planning Commission approved this item unanimously on June 12th.

June 20, 2023

Mayor Eickmeier opened the public hearing at 7:15 p.m. With no public comment received, the public hearing was closed at 7:15 p.m.

Councilmember Wergin introduced Ordinance No. 2023-13. Councilmember Kolterman moved, seconded by Councilmember Singleton, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Kahler, 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. 2023-13**, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA NOW ZONED R-3 URBAN RESIDENTIAL MIXED-DENSITY DISTRICT, TO R-4 URBAN RESIDENTIAL MULTIFAMILY DISTRICT; SPECIFICALLY, TRACTS OF LAND EAST OF COLUMBIA AVENUE AND SOUTH OF BEMIS DRIVE; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A REQUEST FROM SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP (SCCDP) FOR THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE SEWARD BANDSHELL ON SEPTEMBER 24, 2023

City Clerk Bargmann noted the intention was for SCCDP to host the second annual 'Gathering on the Bricks'; therefore, Council approval was sought to sell and consume alcohol on City premises.

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve SCCDP's request to sell and consume alcohol at the Seward Bandshell on September 24, 2023.

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

2. CONSIDERATION OF AN ORDINANCE TO AMEND THE 'FINANCE DIRECTOR/TREASURER' PAY LINE

City Administrator Butcher updated the Council on the process to hire the next Finance Director/Treasurer. City Administration has completed two rounds of application reviews and no candidate has been hired. As such, Administration proposes an increase to the pay lines to entice further applicants for the position. Essentially, the comparability increase expected in the fall will be applied to this position immediately if approved.

Councilmember Kolterman introduced Ordinance No. 2023-14. Councilmember Singleton moved, seconded by Councilmember Wergin, to dispense with the statutory rule.

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

Councilmember Kolterman moved, seconded by Councilmember Kahler, 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. 2023-14**, 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, Wergin. Wilken.
Nay: None. Absent: Tonniges. Motion carried.

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

June 20, 2023

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

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

Mr. Butcher explained the applicant was included in the original submittals from last year; however, they were delayed in working with the State Historic Preservation Office (SHPO) for design elements. The project has now been approved by SHPO, the LB840 Committee, and by the Southeast Nebraska Development District (SEND).

A. DEIREN & CYNTHIA WANG, 625 SEWARD STREET - \$13,848.75 (75% OF PROJECT)

Councilmember Singleton moved, seconded by Councilmember Miller, to approve the award of \$13,848.75 to Deiren & Cynthia Wang (625 Seward Street) as presented.

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

4. COMPILATION ENGAGEMENT LETTER WITH AMGL FOR THE PREPARATION OF THE BUDGET IN THE FORM PRESCRIBED BY THE STATE OF NEBRASKA BUDGET ACT FOR FISCAL YEAR 2023-2024

City Administrator Butcher noted that AMGL is set to provide similar budgetary services as in previous years for the 2023-2024 budget.

Councilmember Singleton moved, seconded by Councilmember Kolterman, to approve the compilation engagement letter with AMGL for the Fiscal Year 2023-2024 budget.

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

5. UPDATE ON THE WELLNESS CENTER

City Administrator Butcher communicated the equipment is currently being sourced for the facility. Joel Brase, Executive Director of the Wellness Center, will be joining the City full-time on June 26th. A presentation of the design is expected at the July 18th meeting.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Miller, that City Administrator Butcher's report of June 20, 2023, be accepted.

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

UPCOMING EVENTS

July 4th – Annual celebration

STRATEGY SESSION - No strategy session was held.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Singleton, that the June 20, 2023, City Council Meeting be adjourned.

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

Adjourned approximately 7:42 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of a Professional Services Agreement with The Schemmer Associates for Design Engineering Services for the Izaak Walton and Highway 15 Intersection Project - City Engineer Oneby

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

IZAAK WALTON ROAD AT HIGHWAY 15
INTERSECTION IMPROVEMENTS

PRELIMINARY AND FINAL DESIGN

Professional Services Provided: Roadway Design

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

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

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

Owner intends to Contract with Engineer to receive preliminary and final design services for roadway design for:

Reconstruction and realignment of the west side of the intersection of Izaak Walton Road and Highway 15 along Izaak Walton Road to improve truck turning movements.

_____ (“Project”).

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

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

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

6.02 *Design Without Construction Phase Services*

- A. Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services beyond shop drawing review, answering design questions and attending the pre-construction meeting, therefore (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the shop drawing review Phase; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (3) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

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

6.04 *Insurance*

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

6.05 *Suspension and Termination*

- A. Suspension.

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

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

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

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

2. For convenience,

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

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

D. Payments Upon Termination.

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

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

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

6.10 *Indemnification and Mutual Waiver*

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

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

6.11 *Miscellaneous Provisions*

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

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, “Engineer’s Services,” consisting of 7 pages.
- B. Exhibit B, “Consultant Estimate of Hours and Expenses,” consisting of 3 pages.
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of 2 pages.

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

8.02 *Total Agreement*

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

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

Owner: _____
City of Seward

Engineer: _____
The Schemmer Associates

By: _____

By: Douglas G. Holle

Title: _____

Title: Principal

Date: _____

Date: 6/26/2023

Signed: _____

Signed:  _____

Address for giving notices:

Address for giving notices:
333 S. 21st Street
Suite 102
Lincoln, NE 68510

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 26 , 2023.

Engineer's Services

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

PART 1 – SCOPE OF SERVICES

IZAAK WALTON ROAD AT HIGHWAY 15 INTERSECTION IMPROVEMENTS

(Project Description)

This project includes work associated with design services related to the completion of final engineering plans to reconstruct and realign the west side of the intersection of Izaak Walton Road and Highway 15 along Izaak Walton Road in Seward, Nebraska.

Izaak Walton Road west of the Highway 15 intersection is narrow with inadequate horizontal curves resulting in difficult truck turning movements leading to significant off tracking beyond the existing pavement. The existing pavement is in poor condition and will be removed and replaced with a wider pavement section on new alignment.

The required services will include project administration, preliminary and final roadway design. The project will be funded with local funding only. The design will conform to all applicable City of Seward and Nebraska Department of Transportation requirements including the Nebraska DOT Construction Specifications.

Information Provided by the City or Others

The City will provide all available information including existing studies, reports, mapping, as-built plans, and data.

The City will also provide the following:

- a. As-Built plans including all adjacent and affected infrastructure including existing street, storm and sanitary sewers, watermain, etc.
- b. GIS Information, including existing right-of-way.
- c. Data on existing City control points and benchmarks.
- d. Current list of utility companies and contact information.
- e. Topographic survey, including one-call utility locate records.

Tasks specifically not included:

- Right-of-way appraisal and acquisition services.
- Title searches.
- Topographic survey.
- Traffic engineering.
- Water main design.
- All construction phase services.
- Retaining wall design.
- Guardrail design.

Project Schedule

- | | | |
|----|---|--------------------------|
| a. | July 6 th , 2023 | Notice to Proceed (NTP) |
| b. | August 3 rd , 2023 | Plan-in-Hand (30%) Plans |
| c. | August 29 th , 2023 | Final Submittal |
| d. | September 5 th , 2023 | Approval to Bid |
| e. | October 30 th , 2023 to December 25 th , 2023 | Construction |

Design Plan Sheets

Roadway plan sheets will be prepared in Nebraska Department of Transportation format. The following plan sheets are anticipated to be included in the final plan set:

- a. Cover Sheet
- b. Typical Section
- c. Summary of Quantities
- d. Horizontal Control
- e. General Information
- f. Geometrics Plan
- g. Joints and Grades Plan
- h. Construction Phasing Plan
- i. Construction and Removal Plan
- j. Drainage Plan and Profile
- k. Roadway Plan and Profile
- l. Erosion Control Plan
- m. Miscellaneous Details
- n. Roadway Cross Section Sheets

Submittals

The following formal submittals are anticipated:

- a. Plan-in-Hand (30%) Plans
- b. Final Submittal

Project Tasks

The following tasks are anticipated to complete the work for this project:

I. Project Administration- This task consists of project management activities, agency and stakeholder meetings, utility coordination meetings, kickoff and progress meetings with City staff and internal coordination meetings.

- a. *Project Management-* Includes activities required for budget and schedule management, staff assignments, internal cost control, preparation and processing of project correspondence, invoices, and monthly progress reports throughout this phase of the project. For scoping purposes, project management is assumed to last from July through December 2023.
- b. *Progress Meetings with City Staff-* Progress meetings with City staff will be conducted to update progress and seek resolution of identified issues. Two (2) progress meetings are anticipated. Meetings will be attended by the ENGINEER's project manager and one additional project team member.

It is assumed all meetings will be held in the City of Seward.

- c. *Team Coordination Meetings-* Includes internal staff meetings throughout project development.
- d. *Property Owner Meetings-* Includes up to two meetings with adjacent property owners

II. Preliminary Design- This task will include site inspection, data collection, utility coordination, typical section, drainage plan and profile, roadway plan and profile, preliminary construction phasing, opinion of probable construction costs, and plan-in-hand meeting.

- a. *Site Inspection-* Includes site visits during preliminary design to verify site constraints, impacts, and compatibility with proposed design. It is assumed one site visit will be required.
- b. *Data Collection-* Existing information and data available for the project will be assembled and reviewed including as-built information for existing streets, structures, utilities, storm sewers, right-of-way, GIS data, and other relevant information available.
- c. *Construction Phasing-* A conceptual construction phasing plan will be developed for the roadway.
- d. *Utility Coordination-* Includes coordination with the known utility companies to identify the limits and potential conflicts of all utilities along the project corridor. ENGINEER will request maps of all existing utilities within the project corridor.

Preliminary drawings will be supplied to all utility companies requesting design information.

- e. *Coordination with NDOT*- Includes coordination with the Nebraska Department of Transportation for a permitting the reconstructed portion of Izaak Walton Road that will occupy state right of way.
- f. *Drainage Plan and Profiles*- Culvert improvements including extensions or replacement will be shown on the drainage plan and profile sheets.
- g. *Opinion of Probable Construction Cost*- NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost prior to the plan-in-hand (after selection of preferred design alternative).
- h. *Plan-in-Hand*- A plan in hand meeting will be scheduled and conducted with the City of Seward staff at approximately thirty (30) percent preliminary design plan completion. The plan-in-hand will be documented with minutes summarizing the significant findings and decisions made.

At the completion of preliminary design, plans will be submitted to all utility companies for review and use in developing preliminary relocation plans and schedules if necessary.

Meeting minutes will be prepared for all meetings.

- i. *Quality Assurance/Quality Control (QA/QC)*- The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.
- j. *Roadway Plan and Profiles* – Roadway reconstruction geometric layout and vertical profile will be shown on the roadway plan and profile sheets. 3 P&P sheets are assumed to be necessary along Izaak Walton Road. This task also includes developing the vertical and horizontal alignment and roadway modeling along this stretch of the project.
- k. *Typical Sections* – The roadway typical section will be developed along Izaak Walton Road.
- l. *Preliminary Right of Way* – Preliminary Right of Way sheets will be developed to show where additional right-of-way taking, or easements are necessary to construct the project.

III. Final Design- This task will include construction and removal plans, drainage plan and profile sheets, construction phasing, limits of construction, erosion control, miscellaneous design details, and opinion of probable construction costs.

- a. Geometric Sheets- Sheets will be developed that show the coordinate location of all proposed pavement.
- b. *Joints and Grades Sheets* – Pavement grades and concrete jointing sheets will be developed along all reconstructed streets. This task includes detailing the design model along the project.
- c. *Construction and Removal Plan-* Sheets will be prepared that detail construction and removals for the project in accordance with NDOT pay items.
- d. *Drainage Plan and Profile-*Plan and profile sheets will be finalized.
- e. Roadway Plan and Profile – Roadway plan and profile sheets will be finalized.
- f. Roadway Cross Sections – Roadway cross section sheets will be finalized.
- g. *Erosion Control Plans-* A sediment and erosion control plan will be developed to prevent erosion and promote revegetation within the limits of construction.
- h. *Construction Phasing Plan-* A final phasing plan will be developed for the project.
- i. *Miscellaneous Details-*ENGINEER to provide design and drafting of miscellaneous details on the project.
- j. *Right of Way* – Preliminary Right of Way sheets will be finalized. Legal descriptions will be prepared for all affected tracts. Two tracts are assumed to require additional easements and/or right-of-way.
- k. *Final Opinion of Probable Construction Cost-* NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost at the completion of the final plans.
- l. *Utility Coordination-* Final plans will be submitted to utility owners impacted by the construction. ENGINEER to develop status of utilities report.
- m. *Quality Assurance/Quality Control (QA/QC)-* The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.
- n. *Special Provisions-* ENGINEER to develop special provisions for the project. Special provisions to include recurring NDOT special provisions as well as project specific provisions.

- o. *Permitting*-ENGINEER to apply for permits on the project. The anticipated permits for the project are a City of Seward Floodplain Development Permit, U.S. Army Corps of Engineers Section 404 Nationwide Permit (NWP) including a wetland delineation and a permit to occupy NDOT Right of Way.
- p. *Bid-Phase Services* – ENGINEER will assist the City in advertising the Project for bids. ENGINEER will coordinate with A&D Technical Supply to distribute plans to potential contractors. The City will conduct the bid letting.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

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

**EXHIBIT B: Hour Estimate Form
Preliminary and Final Design**

**IZAAK WALTON ROAD AT HIGHWAY 15
INTERSECTION IMPROVEMENTS**

City of Seward

| ITEM NO. | TASK DESCRIPTION | PRIN | PROJ MGR | SEN PROJ ENGR | REG DESIGN ENGR | ENGR/ SEN TECH | ENGR TECH | SEN REG SURVEYOR | PARTY CHIEF SURVEYOR | ASSOC SURVEYOR | GRAPHIC DESIGNER | ADMIN ASST | TOTAL PER TASK |
|-------------|--|------|----------|---------------|-----------------|----------------|-----------|------------------|----------------------|----------------|------------------|------------|----------------|
| I. | Project Administration | | | | | | | | | | | | |
| I.a | Project Management | 5 | 20 | | | | | | | | | | 25 |
| I.b | Progress Meetings with City Staff | | 4 | | 12 | | | | | | | | 16 |
| I.c | Team Coordination Meetings | | 8 | | 8 | | 8 | | | | | | 24 |
| I.d | Property Owner Meetings | | | | 10 | | 2 | | | | | | 12 |
| | | | | | | | | | | | | | |
| II. | Preliminary Design | | | | | | | | | | | | |
| II.a | Site Inspection | | | | 6 | 6 | | | | | | | 12 |
| II.b | Data Collection | | | | 8 | | 8 | | | | | | 16 |
| II.c | Construction Phasing | | | | 2 | 4 | 2 | | | | | | 8 |
| II.d | Utility Coordination | | 1 | | 8 | | 8 | | | | | | 17 |
| II.e | Coordination with NDOT | | 4 | | 16 | | | | | | | | 20 |
| II.f | Drainage Plan and Profiles | | | | 2 | 4 | 4 | | | | | | 10 |
| II.g | Quantities/Opinion of Probable Construction Cost | | 1 | | 4 | 4 | 8 | | | | | | 17 |
| II.h | Plan-in-Hand | | 4 | | 8 | | | | | | | | 12 |
| II.i | Quality Assurance/Quality Control | | 4 | | 2 | 2 | | | | | | | 8 |
| II.j | Roadway Plan and Profiles | | 2 | | 8 | 16 | 12 | | | | | | 38 |
| II.k | Typical Sections | | 1 | | 2 | 4 | | | | | | | 7 |
| II.l | Preliminary Right of Way | | 1 | | 4 | | 8 | | | | | | 13 |
| | | | | | | | | | | | | | |
| III. | Final Design | | | | | | | | | | | | |
| III.a | Geometrics | | 1 | | 4 | | 12 | | | | | | 17 |
| III.b | Joints and Grades | | 2 | | 4 | 12 | 8 | | | | | | 26 |
| III.c | Construction and Removal Plan | | 1 | | 8 | 8 | 12 | | | | | | 29 |
| III.d | Drainage Plan and Profile Sheets | | 1 | | 2 | 4 | | | | | | | 7 |
| III.e | Roadway Plan and Profile Sheets | | 1 | | 2 | 4 | 4 | | | | | | 11 |
| III.f | Roadway Cross-section Sheets | | | | 4 | 8 | | | | | | | 12 |
| III.g | Erosion Control Plans | | 1 | | 2 | 4 | 4 | | | | | | 11 |
| III.h | Construction Phasing Plan | | | | 2 | 8 | 4 | | | | | | 14 |
| III.i | Miscellaneous Details | | | | 2 | 4 | 2 | | | | | | 8 |
| III.j | Right of Way | | 1 | | 9 | | 18 | | | | | | 28 |
| III.k | Quantities/Opinion of Probable Cost | | 1 | | 4 | 2 | | | | | | | 7 |
| III.l | Utility Coordination | | | | 12 | | 8 | | | | | | 20 |
| III.m | Quality Assurance/Quality Control | | 4 | | 8 | | | | | | | | 12 |
| III.n | Special Provisions | | 8 | | 12 | | | | | | | | 20 |
| III.o | Permitting | | 4 | | 24 | | | | | | | | 28 |
| III.p | Bid-Phase Services | | 4 | | 16 | | | | | | | | 20 |
| | | | | | | | | | | | | | 0 |
| | | | | | | | | | | | | | 0 |
| | TOTALS | 5 | 79 | 0 | 215 | 94 | 132 | 0 | 0 | 0 | 0 | 0 | 525 |

**IZAAK WALTON ROAD AT HIGHWAY 15
INTERSECTION IMPROVEMENTS**

City of Seward

Preliminary and Final Design

EXHIBIT B: FEE SUMMARY SCHEDULE

Direct Salary Costs

| PROJECT TASK & PERSONNEL CLASSIFICATION | ESTIMATED HOURS | 2023 RATE | ESTIMATED LABOR CHARGE | TASK COST |
|--|------------------------|------------------|-------------------------------|------------------|
| I. Project Administration | | | | \$13,495.00 |
| PRINCIPAL | 5 | \$245.00 | \$1,225.00 | |
| PROJECT MANAGER | 32 | \$210.00 | \$6,720.00 | |
| SENIOR PROJECT ENGINEER | 0 | \$185.00 | \$0.00 | |
| REGISTERED DESIGN ENGINEER | 30 | \$155.00 | \$4,650.00 | |
| ENGINEER/ SENIOR TECHNICIAN | 0 | \$105.00 | \$0.00 | |
| ENGINEERING TECHNICIAN | 10 | \$90.00 | \$900.00 | |
| REGISTERED SURVEYOR | 0 | \$140.00 | \$0.00 | |
| PARTY CHIEF SURVEYOR | 0 | \$105.00 | \$0.00 | |
| ASSOCIATE SURVEYOR | 0 | \$80.00 | \$0.00 | |
| GRAPHIC DESIGNER | 0 | \$0.00 | \$0.00 | |
| ADMINISTRATIVE ASSISTANT | 0 | \$0.00 | \$0.00 | |
| II. Topographic Field Survey | | | | \$0.00 |
| PRINCIPAL | 0 | \$245.00 | \$0.00 | |
| PROJECT MANAGER | 0 | \$210.00 | \$0.00 | |
| SENIOR PROJECT ENGINEER | 0 | \$185.00 | \$0.00 | |
| REGISTERED DESIGN ENGINEER | 0 | \$155.00 | \$0.00 | |
| ENGINEER/ SENIOR TECHNICIAN | 0 | \$105.00 | \$0.00 | |
| ENGINEERING TECHNICIAN | 0 | \$90.00 | \$0.00 | |
| REGISTERED SURVEYOR | 0 | \$140.00 | \$0.00 | |
| PARTY CHIEF SURVEYOR | 0 | \$105.00 | \$0.00 | |
| ASSOCIATE SURVEYOR | 0 | \$80.00 | \$0.00 | |
| GRAPHIC DESIGNER | 0 | \$0.00 | \$0.00 | |
| ADMINISTRATIVE ASSISTANT | 0 | \$0.00 | \$0.00 | |
| II. Preliminary Design | | | | \$23,330.00 |
| PRINCIPAL | 0 | \$245.00 | \$0.00 | |
| PROJECT MANAGER | 18 | \$210.00 | \$3,780.00 | |
| SENIOR PROJECT ENGINEER | 0 | \$185.00 | \$0.00 | |
| REGISTERED DESIGN ENGINEER | 70 | \$155.00 | \$10,850.00 | |
| ENGINEER/ SENIOR TECHNICIAN | 40 | \$105.00 | \$4,200.00 | |
| ENGINEERING TECHNICIAN | 50 | \$90.00 | \$4,500.00 | |
| REGISTERED SURVEYOR | 0 | \$140.00 | \$0.00 | |
| PARTY CHIEF SURVEYOR | 0 | \$105.00 | \$0.00 | |
| ASSOCIATE SURVEYOR | 0 | \$80.00 | \$0.00 | |
| GRAPHIC DESIGNER | 0 | \$0.00 | \$0.00 | |
| ADMINISTRATIVE ASSISTANT | 0 | \$0.00 | \$0.00 | |

III. Final Design

\$36,065.00

| | | | |
|-----------------------------|-----|----------|-------------|
| PRINCIPAL | 0 | \$245.00 | \$0.00 |
| PROJECT MANAGER | 29 | \$210.00 | \$6,090.00 |
| SENIOR PROJECT ENGINEER | 0 | \$185.00 | \$0.00 |
| REGISTERED DESIGN ENGINEER | 115 | \$155.00 | \$17,825.00 |
| ENGINEER/ SENIOR TECHNICIAN | 54 | \$105.00 | \$5,670.00 |
| ENGINEERING TECHNICIAN | 72 | \$90.00 | \$6,480.00 |
| REGISTERED SURVEYOR | 0 | \$140.00 | \$0.00 |
| PARTY CHIEF SURVEYOR | 0 | \$105.00 | \$0.00 |
| ASSOCIATE SURVEYOR | 0 | \$80.00 | \$0.00 |
| GRAPHIC DESIGNER | 0 | \$0.00 | \$0.00 |
| ADMINISTRATIVE ASSISTANT | 0 | \$0.00 | \$0.00 |

Subtotal Labor Costs

525

\$72,890.00

DIRECT NON-SALARY COSTS:

| | No. | Rate (\$) | |
|--|--------|-------------|--------------------|
| Printing | 1 \$ | 300.00 \$ | 300.00 |
| Mileage | 818 \$ | 0.585 \$ | 478.53 |
| Survey Mileage | \$ | 0.585 \$ | - |
| Geotech (Field Drilling Subcontractor) | \$ | 925.00 \$ | - |
| Geotech (Lab Reimbursable) | \$ | 210.00 \$ | - |
| Title Searches | \$ | 200.00 \$ | - |
| Lodging | \$ | 70.00 \$ | - |
| Per Diem | \$ | 39.00 \$ | - |
| Public Meeting | \$ | 500.00 \$ | - |
| Storm Sewer Video Inspection | \$ | - \$ | - |
| Wetland Delineation | 1 \$ | 5,000.00 \$ | 5,000.00 |
| Sub-Total Direct Non-Salary Costs | | | \$ 5,778.53 |

TOTAL ESTIMATED FEE

\$78,668.53

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

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
 2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates included in Exhibit B.
 3. The total compensation for services under Paragraph C2.01 is estimated to be **\$78,668.53**.
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
 5. The total estimated compensation for Engineer’s services included Paragraph C2.01.B.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultant’s charges.
 6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultant’s charges.
 7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

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

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

C2.03 *Other Provisions Concerning Payment*

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

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

Insurance

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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

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

| | | |
|---|--|------------------------|
| PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279 | CONTACT NAME: Deanne Beltz-Sund PHONE (A/C. No. Ext): 402-861-7000 E-MAIL ADDRESS: deanne.beltz@fnicgroup.com | FAX (A/C. No): |
| | INSURER(S) AFFORDING COVERAGE | |
| License#: SCH41058 SCH41058 | INSURER A: Continental Casualty Co. | NAIC # 20443 |
| INSURED The Schemmer Associates Inc. 1044 North 115th Street Omaha NE 68154 | INSURER B: Continental Insurance Company | 35289 |
| | INSURER C: Valley Forge Insurance Co. | 20508 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 663563116

REVISION NUMBER:

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|-----------------------|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 6023928716 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6023928747 | 12/31/2022 | 12/31/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6023928702 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE | \$ 6,000,000 |
| | | | | | | | AGGREGATE | \$ 6,000,000 |
| | | | | | | | | \$ |
| B | 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 N | N/A | 6023928733 | 12/31/2022 | 12/31/2023 | <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 |
| A | Professional Liability Claims Made Basis Pollution Legal Liab | | | AEH288365469 | 12/31/2022 | 12/31/2023 | \$5,000,000 \$5,000,000 | Ea.Claim Aggregate |

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

CERTIFICATE HOLDER**CANCELLATION**

City of Seward Nebraska
 142 N. 7th St.
 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

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

Dispute Resolution

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

H6.09 Dispute Resolution

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

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

Allocation of Risks

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

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

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

2. Award Three-Year Garbage Collection Bid from Uribe Refuse for Services Provided to City of Seward Facilities - City Clerk Bargmann

SEWARD NEBRASKA

P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. www.CityofSewardNE.gov

Re: Garbage Service Quote: One-Year - October 1, 2023, through September 30, 2024 & Three-Year - October 1, 2023, through September 30, 2026
(Three-Year Quote to be paid one-third each year in advance or possibly all three years in one payment)

The City of Seward, Nebraska is requesting a quote submitted by 12:00 p.m., Thursday, June 29th for the following locations (Full year, unless otherwise specified). Quotes can be mailed to or dropped off at City Hall or submitted via email to City Clerk Derek Bargmann at derek.bargmann@cityofsewardne.gov.

| <u>Department/Address</u> | <u>Dumpster Size /Pickups per Week</u> | <u>One-Year Amount</u> | <u>Three-Year Amount</u> |
|--|---|------------------------|--------------------------|
| Electric Department 1345 River Street | 3-yard/1 time | \$ 50.00 | \$ 45.00 |
| Water/Wastewater Department 1040 South Columbia Avenue | 2-yard/1 time 2-yard/1 time | \$ 90.00 | \$ 80.00 |
| Police Department 148 South 1st Street | 2-yard/1 time | \$ 45.00 | \$ 40.00 |
| Municipal Building 142 North 7th Street | 2-yard/1 time | \$ 75.00 | \$ 71.00 |
| Street Shop 233 N. 7th Street | 4 - 96-gallon totes/1 time | \$ 50.00 | \$ 45.00 |
| City Hall & Library (Share) 537 Main Street/233 South 5th Street | 2-yard/1 time | \$ 45.00 | \$ 40.00 |
| Civic Center 616 Bradford Street | 2-yard/2 times 1 small rec container/Tote | \$ 105.00 | \$ 99.00 |
| Seward Volunteer Fire Department 222 North 3rd Street | 2-yard/1 time | \$ 45.00 | \$ 40.00 |
| Lied Senior Center 1010 Manor Drive West | 2-yard/1 time | \$ 45.00 | \$ 40.00 |
| Recycling Center 340 South 7th Street | 2-yard/1 time | \$ 45.00 | \$ 40.00 |
| City 'Horseshoe' Property S Columbia Ave. (directly north of 1040 S Columbia) | 8-yard/1 time (NOV-FEB) /2 times (MAR-OCT) | \$ 155.00 | \$ 150.00 |

| <u>Department/Address</u> | <u>Dumpster Size /Pickups per Week</u> | <u>One-Year Amount</u> | <u>Three-Year Amount</u> |
|---|--|------------------------|--------------------------|
| Blue Valley Camping Area 630 South 6th Street | 2-yard/1 time (<u>APR-OCT</u>) | \$ <u>28.00</u> | \$ <u>25.00</u> |
| Park-Plum Creek Park 2111 Karol Kay Blvd | 2-yard/1 time (<u>MAR-NOV</u>) | \$ <u>40.00</u> | \$ <u>35.00</u> |
| Seward Cemetery 2400 North Highway 15 | 2-yard/1 time | \$ <u>45.00</u> | \$ <u>40.00</u> |
| Dowding Pool 167 North 14th Street | 2-yard/1 time (<u>JUN-AUG</u>) | \$ <u>29.00</u> | \$ <u>25.00</u> |
| Golf Course 1046 Country Club Drive | 1 - 96-gallon tote/2 times (<u>MAR-NOV</u>) | \$ <u>29.00</u> | \$ <u>25.00</u> |
| Golf Maintenance Building West of 280th road - adjacent to Denise Drive | 2-yard/1 time | \$ <u>45.00</u> | \$ <u>40.00</u> |
| | * 2-yard/2 times (<u>by restaurant</u>) | \$ <u>75.00</u> | \$ <u>70.00</u> |
| | * 2-yard recycling/1 time (<u>by restaurant</u>) | \$ <u>45.00</u> | \$ <u>40.00</u> |

***(THESE TWO ITEMS BID AS ALTERNATES & MAY BE REMOVED FROM TOTAL BID DEPENDING ON WHETHER OR NOT SERVICE IS NEEDED)**

~~Wellness Center~~ - to come online, late 2024 - early 2025

*Located directly north of Waverly Road and Seward Middle School

*Expected needs: 2-yard/1 time

\$ 45.00 \$ 40.00

| | <u>ONE-YEAR AMOUNT</u> | <u>THREE-YEAR AMOUNT</u> |
|--------------------|----------------------------------|--------------------------|
| GRAND TOTAL | \$1,131.00 \$1,131 | \$1,000 |

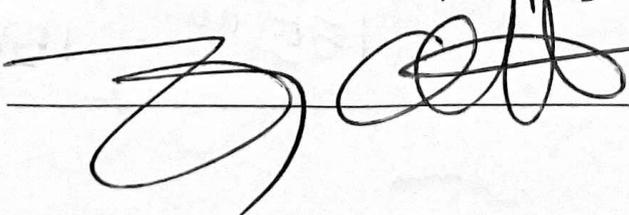
Respectfully Submitted,

Business Name: Uribe Refuse Services

Business Address: 4600 N. 48th St, Lincoln, NE 68504

Telephone Number: 402-467-1239 Email Address: ~~tony@uriberfuse.com~~ tony@uriberfuse.com

Name and Title of Contractor's Rep: Tony Dutter, Director of Sales

Signature: 

3. Consideration of an Amendment to the Cooperative Agreement with the Upper Big Blue Natural Resources District for the Seward Hiking and Biking Trail - City Administrator Butcher

AMENDMENT #2 INTERLOCAL AGREEMENT

Seward Hiking and Biking Trail

As outlined in Section 7.01 and 7.02 of Article VII – AMENDMENTS, this AGREEMENT can be amended by either PARTICIPANT if such amendment is adopted by the governing bodies of both PARTICIPANTS.

The City of Seward has requested that the Interlocal Agreement (and available funding provided) be extended to beyond the current expiration date of June 30, 2023.

The Upper Big Blue Natural Resources District's Board of Directors agreed to extend the Interlocal Agreement to June 30, 2027 at the June 15, 2023 Board Meeting.

Amendment #2 will revise Section 2.01 and Section 2.02 as listed below.

ARTICLE II

TERM OF AGREEMENT

Section 2.01 This AGREEMENT will continue through the design and construction of the PROJECT, but not beyond June 30, 2027.

Section 2.02 This AGREEMENT cannot be extended or terminated prior to December 31, 2026, without the consent of the governing bodies of the PARTICIPANTS

AMENDMENT #2

EXECUTION

This AMENDMENT #2 is hereby executed by the PARTICIPANTS, in duplicate, each to be considered an original, with the understanding that the AMENDMENT #2 becomes effective when each AMENDMENT #2 is executed by both PARTICIPANTS. The PARTICIPANTS shall be bound to the same extent and purpose as if both PARTICIPANTS had simultaneously joined in the execution of a single master copy.

IN WITNESS WHEREOF, each of the PARTICIPANTS has caused this AMENDMENT #2 to be executed by its duly authorized officer as of the date show below

4. Award Community Development Block Grant (CDBG) Downtown Revitalization Program (21DTR011) Forgivable Loans - City Administrator Butcher
 - A. Shannon Meyer - 606 Seward Street - Up to \$50,000.00 (75% of Project)



#2 Priority

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

received
4/15/22
10:05 am
GB

Downtown Revitalization 2022 Application

Seward Facade Improvement/Commercial Rehabilitation Program

(Attach additional pages to provide additional information.)

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

Applicant Name: Shannon Meyer
Applicant's Phone Number: 402-646-1314
Applicant's Email Address: shannon.meyer@aspyrgroup.com
Business Name: Rue 6 & Devour - Flavors of the Season (new Restaurant & Bakery space)
Property Owner: Old Town Square LLC
Property Address: 606 Seward St, Seward NE 68434
Property Legal Description: Seward Original Town Block 7 E 40' of W 80' Lots 8, 9 & 12 - TLS 21 & 22

Type of façade improvement planned (see Design Guidelines)

Restoration Renovation Replacement Reconstruction

Structural alterations: See attached detailed explanation

Cosmetic alterations (i.e. moldings): See attached detailed explanation

Painting (approximate sq. ft. area): See attached detail. Painting only trim and accents.

Interior Improvements: See attached detailed explanation for code violation corrections

Specify other work (i.e. awnings): See attached detailed explanation

Total cost of project: \$107,101

DTR Project Funds Amount requested: \$ 50,000

Downtown Revitalization 2022 Application

Façade Improvement Details

(Supplemental Information)

Structural & Cosmetic Alterations, Painting & Other Work:

We will replace the four (4) upper façade windows with aluminum frame historical Manko windows, including new window trim. The windows will be full glass windows, replacing the current partially enclosed windows. Window trim will be silver in color, matched to the storefront window frames. A new Mitsubishi Minisplit a/c system will be installed on the roof so that the existing window a/c unit can be eliminated. The existing upper façade brick will have minor tuckpointing and repair to the existing brick. The current white painted brick and trim will be cleaned/blasted to original brick color. Wood trim and "lion head" accents will be repainted either black or grey to align with awning and window trim colors (I am flexible to Betty Gillespie's input on coloring). The existing fiber cement panels/framing below the storefront windows (i.e. bulkhead) will be removed and replaced with actual brick (thin brick), matching in design and color to the upper façade brick. The paneling framework to both sides of the storefront windows will also be replaced with matching thin brick to create a consistent brick façade appearance. A 10-12' wide glass garage door will be installed in replacement of the storefront windows on the east half of the building (i.e. next to the entrance door). The door will consist of glass panels and silver aluminum framework matching in color, shape and design to the existing (and other remaining) storefront windows. The garage door will set on the existing bulkhead so that the building retains the historical storefront appearance and bulkhead height. The glass garage door will provide us the ability to retract the front windows to create an open-air patio in the front interior of the building. The existing storefront windows that are removed (2 or 3 glass panels) will be repurposed to a second interior wall that will be newly built dividing the patio space from the internal restaurant and kitchen. The interior wall construction will be done at the building owner's expense and is not included in this DTR fund application.

Interior Improvements for Code Compliance:

The building interior is currently not in compliance with city building codes since there is no electrical service and no bathroom facilities (plumbing drains or water supply lines). A new 3 phase electrical service panel will be installed into the basement of the building. Electrical service will come from the city main service pole in the alley, trenched underground from the alley to the building, with replacement concrete to cover. Trenching a line from the main alley pole will enable the city to eliminate a current service pole at the year of the building which only holds one electrical service to our adjoining building and old communication lines. Building owner accepts cost of trenching and replacement concrete in the rear of the building. Our request for DTR funds includes 3 phase wiring to the building and installation of a new 3 phase panel in the basement interior of the building to provide electrical service to the space and become code compliant. Men's and women's restrooms, including plumbing drains and supply lines for two stalls each and hand washing sinks will also be installed to become code compliant.

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



Signature of Property Owner

Shannon Meyer, Old Town Square LLC Member

Printed Name & Title of Property Owner

4/15/2022

Date

Signature of Business Owner (if applicable)

Printed Name & Title of Business Owner

Date

Quote/Budget

Joe Nerud Construction LLC

934 County Rd 2400
 Crete NE
 68333
 (402) 826-9196

RECEIPT NO. _____
 DATE March 7, 2022
 CUSTOMER ID _____

Customer Name Shannon Meyer
 Address 606 Seward Street
 City Seward
 State NE
 Phone _____

| | | |
|--------------|--|-----|
| Plans Dated: | | JOB |
| | | |

| | | | |
|--|------------------------------|--|--|
| | Scope of work quoted: | | |
|--|------------------------------|--|--|

| | |
|---|----------------|
| 606 Seward Street: | |
| 1. Replace 4 upper facade windows. New aluminum frame historical Manko Windows. This includes lift and trim work on the interior. | \$19,780 |
| 2. Install Minisplit on the roof to replace the existing window air. | \$7,450 |
| 3. Remove existing fiber cement panels/framing below the windows and install new tile backer and thin brick to match the adjacent 612 building. This would only be the first level portion with the return to the apartments and business. | \$5,820 |
| 4. Glass Garage door on the front facade. Aluminum Framed in silver. 10'-12' wide x 7' tall. Removal of existing aluminum storefront portion. | \$21,950 |
| 5. Repaint existing brick facade trim on the 2nd level of the apartment buildings. minor tuckpointing and repair. Existing Anchor locations to be painted separate. | \$4,965 |
| 6. New 3 phase Electrical Service into the building from pole in alley. Concrete replacement and boring as necessary. Panel to be located in the center of the building. | \$18,320 |
| 7. Plumbing drains and supply lines for 2 bathrooms. 2 stalls in men's and 2 stalls in women's. Rough in only. | \$9,438 |
| 7a. Cost to finish restrooms with steel stud walls, partitions, doors and accessories. | \$19,378 |
| Total | <u>107,101</u> |



Customer Information:

-Name: Shannon Meyer
 -Address: 606 Seward Street
 -City/ST/Zip: Seward NE, 68434
 -Phone #: _____
 -Date: 4-11-2022

- (Project: 606 Seward Street) -

| Quantity | Item | Description | Material Total | Labor Total |
|----------|------|--|----------------|-------------|
| 1 | | Install 4 New Manko Historical Style windows in upper level. Scaffolding and all interior/Exterior trimwork | 10,110 | 10,634 |
| 1 | | Replace window air conditioner with Mini Split, Outside unit will be installed on the roof. Condensate line to be routed to the nearest drain. | 5168 | 3920 |
| 1 | | Remove existing Nichiha Cement Panels below storefront and install new thin brick | 985 | 5200 |
| 1 | | Remove existing Storefront and install new 12' aluminum glass garage door. 7'-6" Tall | 14,982 | 9873 |
| 1 | | Cost to re-paint 2 nd level façade. Minor prep included | 2960 | 2451 |
| 1 | | 3 Phase electrical service into building from alley. Panel in center of building SUB | 21,423 | 0 |
| 1 | | New Plumbing in east side of 606 building, 2 restrooms with 2 stalls in each SUB | 11,490 | 0 |
| | | Framing and drywall walls/doors/counters for new restroom | 8910 | 12784 |

↓
 Total\$ 120,890

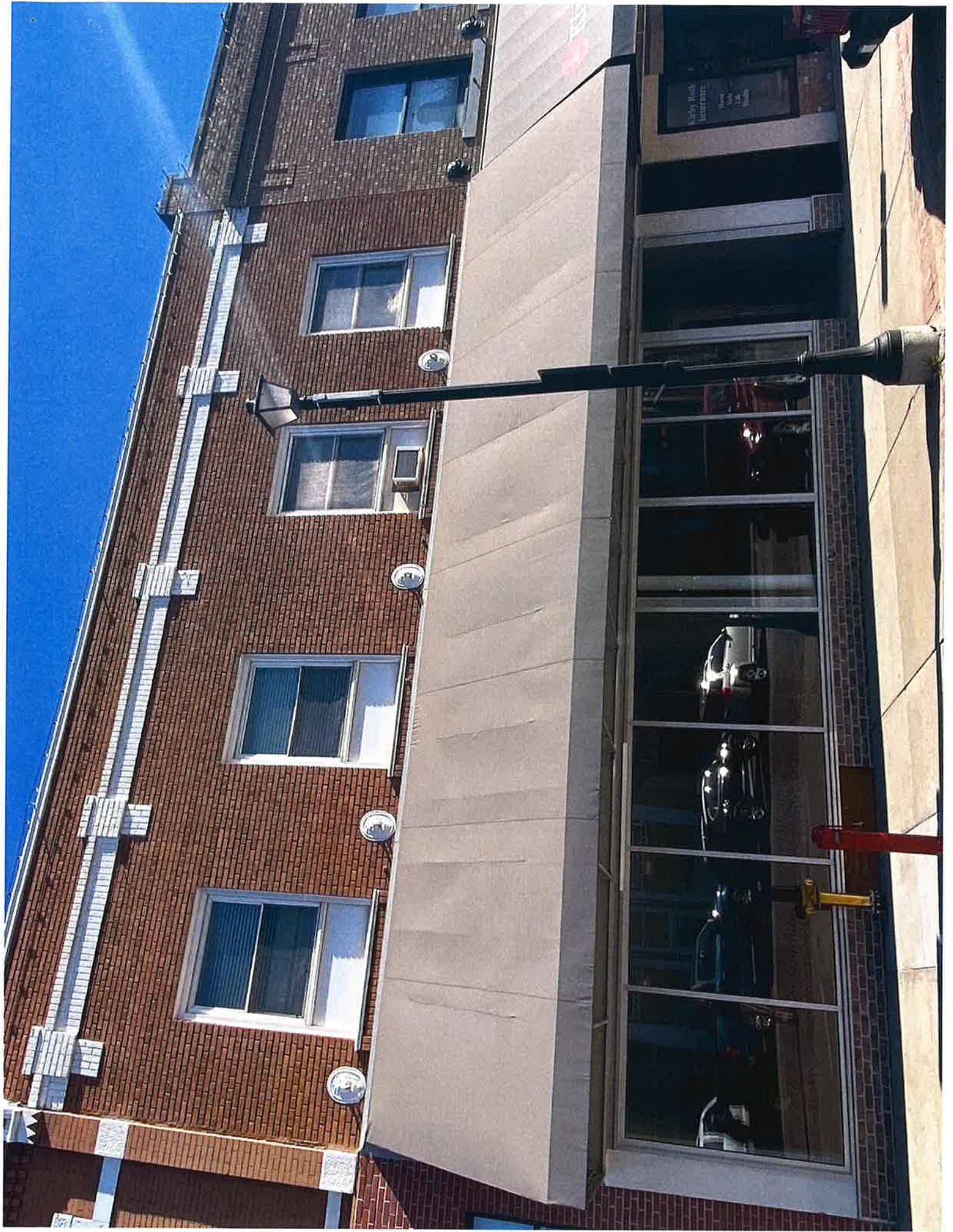
•Quotation prepared by: Andrew Date: 4-11-2022

•To accept this quotation sign here: _____ Date: _____

Make all checks payable to CCC

Thank you for your business

Andrew Chrastil
402-217-1907
23001 SW 72nd Street
Hallam, NE 68368
andrew.chrastil@gmail.com

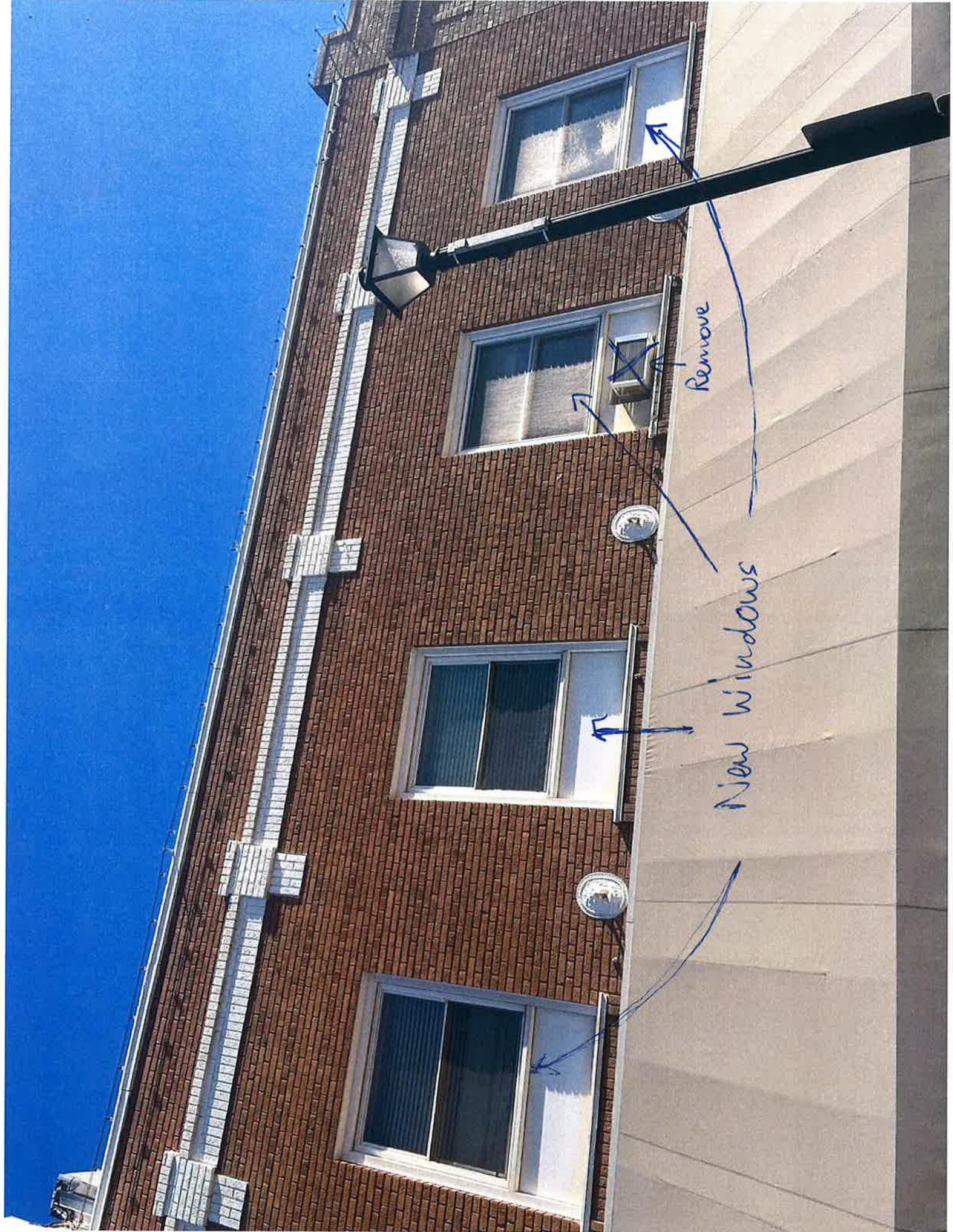


Subly Health Insurance
Home Auto Life Health



New Garage Door

Replace Bulkhead with matching brick

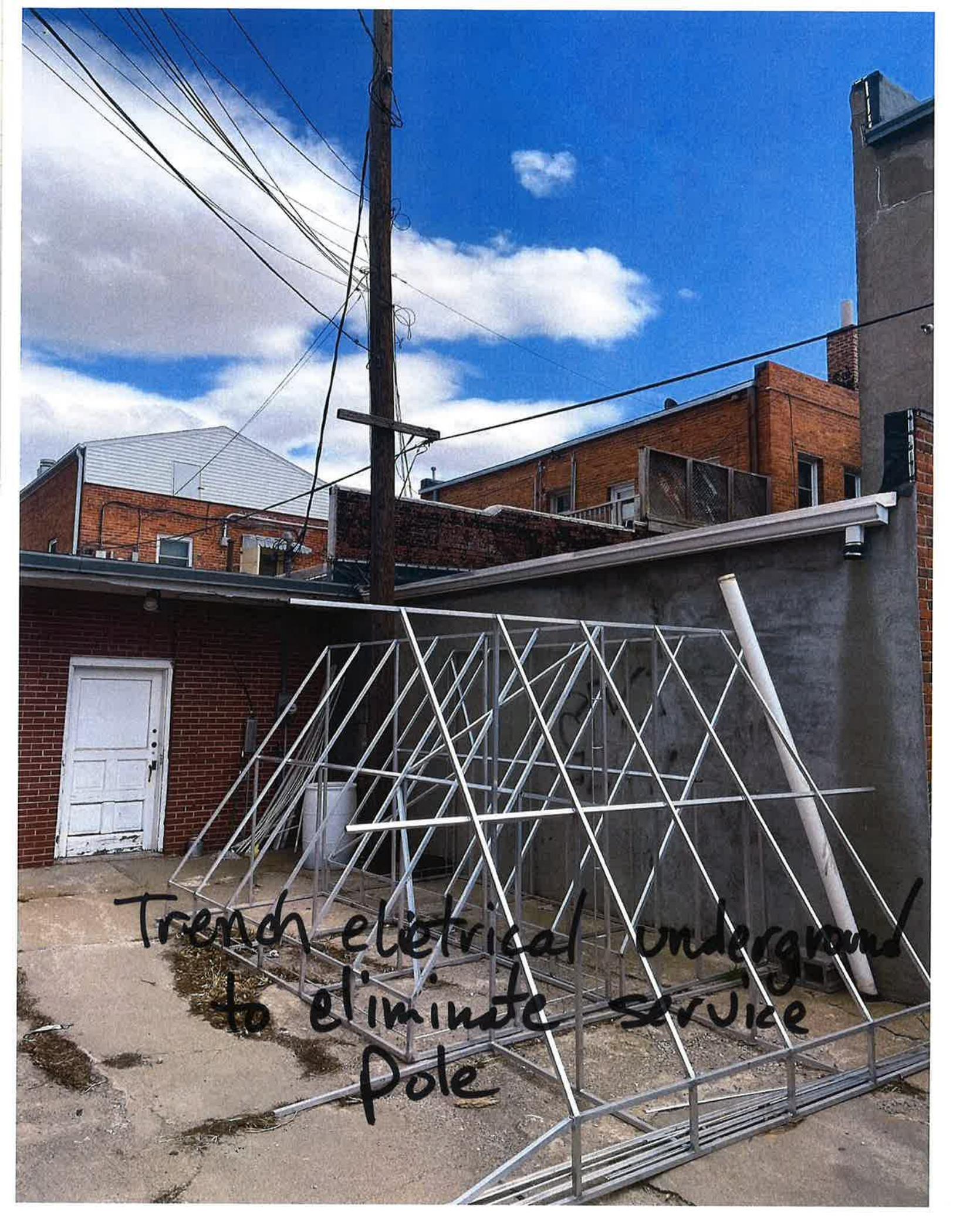


Remove

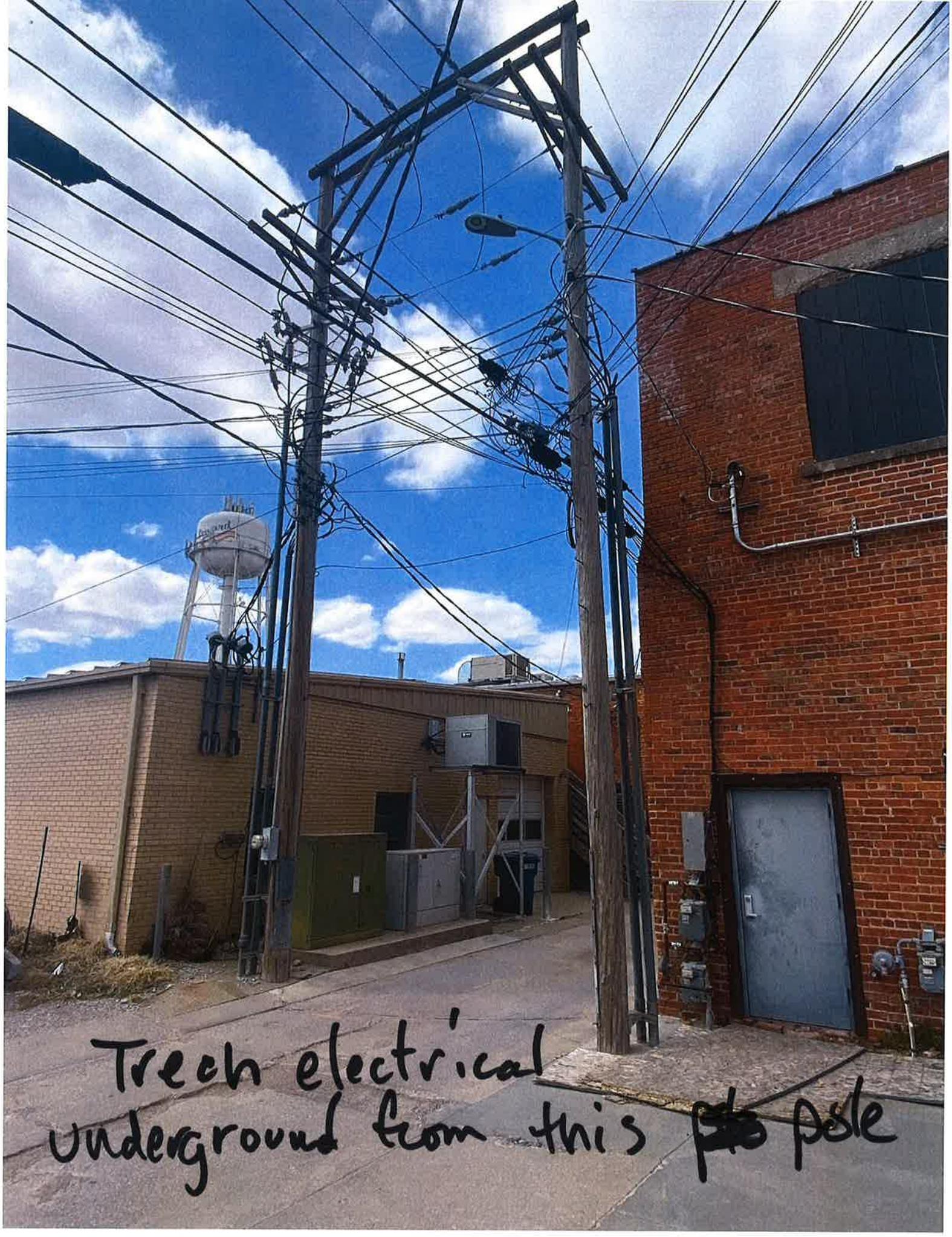
New Windows



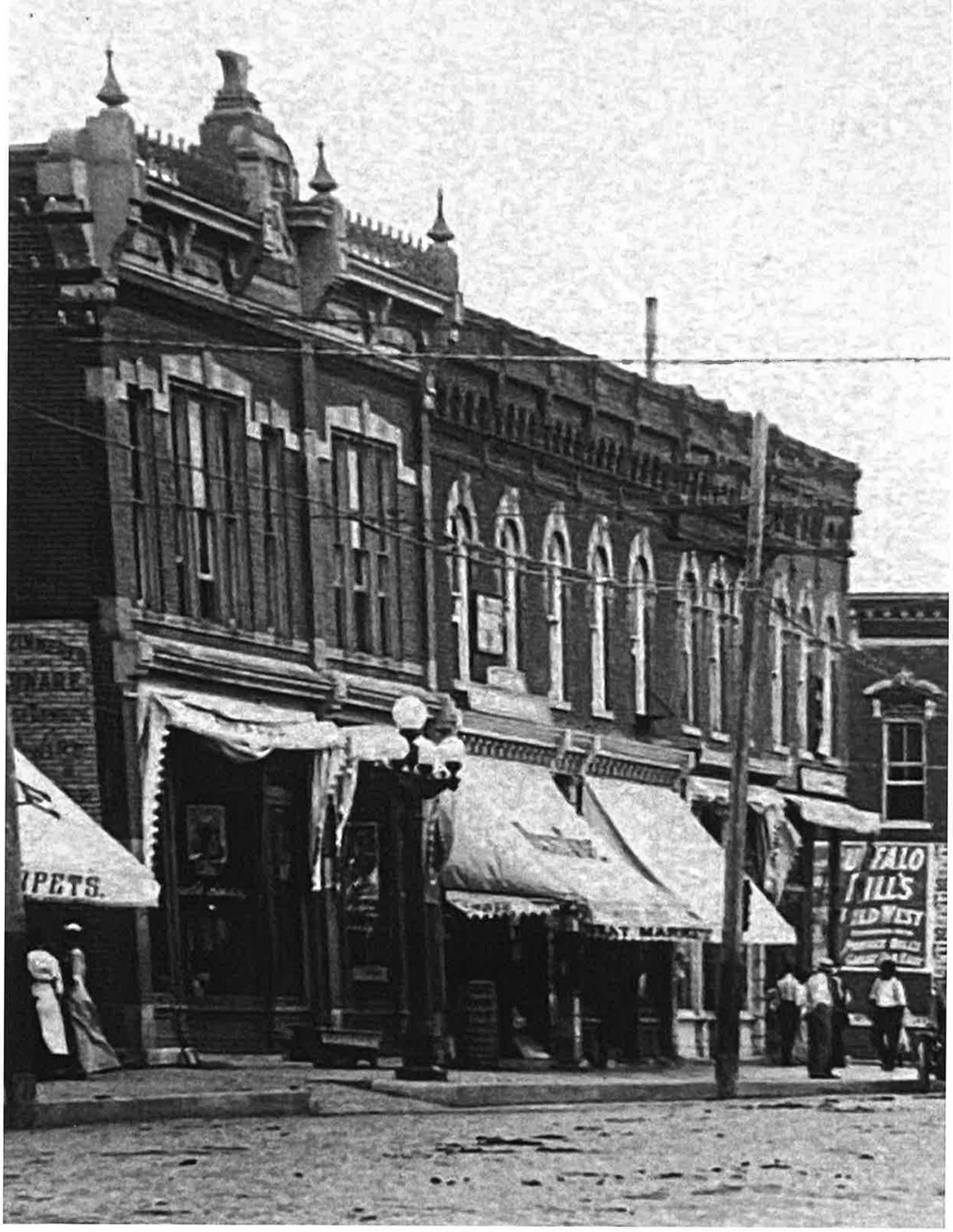
Replace with minisplit
on roof



Trench electrical underground
to eliminate service
pole

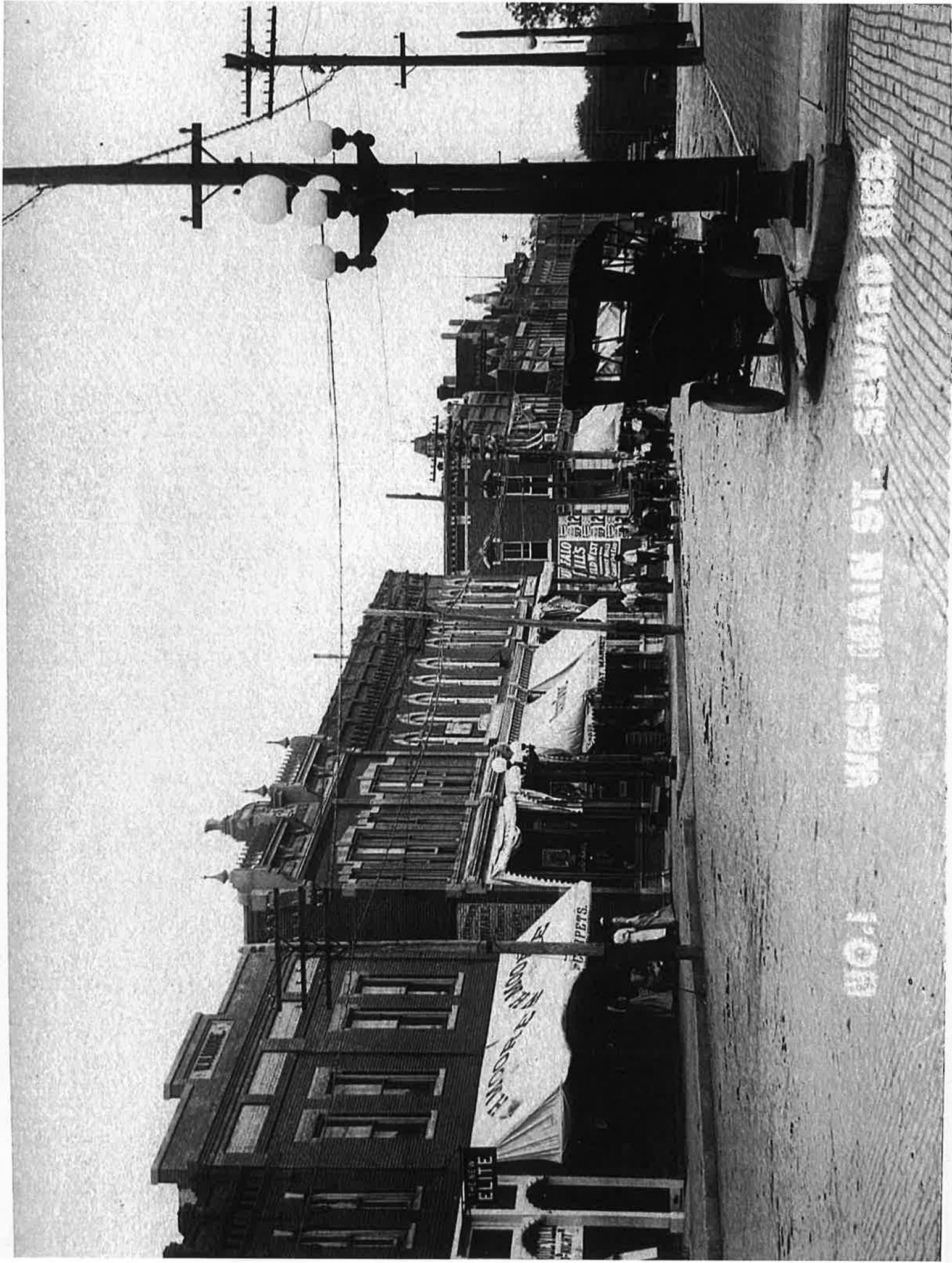


Trech electrical
underground from this ~~po~~ pole



PETS.

FALO
HILLS
OLD WEST
PRODUCE BAZAAR
CASH ON HAND



1901 WEST MAIN ST. - GARDNER

May 15, 2023

Kelly Gentrup
Director of Development Services
SENDD
VIA EMAIL

RE: HP# 2305-089-01 SW09-135, 606 Seward St, Glass Garage Door and Other Façade Work, Seward,
Seward County, NE

Dear Kelly Gentrup,

Thank you for submitting the referenced project proposal for our review and comment. Our comment on this project and its potential to affect historic properties is required by Section 106 of the National Historic Preservation Act of 1966, as amended, and implementing regulations 36 CFR Part 800.

According to the information you have provided, there will be **no adverse effect** resulting from this project, provided that the following **conditions** are met:

1. Glass Garage Door: Glass should not be tinted.
2. Painted Brick: Brick may be cleaned back to original color but due to it having been painted in the past a clear coat should be added to the brick. Without a clear coat or a paint color similar to the brick color added the brick it at a high risk for damage. If it was painted before it should be painted again, a clear coat or any other color.
3. Second Story Windows: When available drawings of what the new windows would look like should be submitted to the SHPO. The current windows are not original. If there are historic photos of what the original windows looked like, the new ones should match them. If there are no photos, we would encourage one-over-one windows.

Should any changes in the project be made or in the type of funding or assistance provided through federal or state agencies, please notify this office of the changes before further project planning continues. Please retain this correspondence and your documented finding in order to show compliance with Section 106 of the National Historic Preservation Act, as amended. If you have any questions, please contact me at Betty.Gillespie@nebraska.gov or 402-805-7392.

Sincerely,



Betty Gillespie
Interim Deputy SHPO
Section 106 Review and Compliance Coordinator
History Nebraska

1500 R Street
Lincoln, NE 68508-1651
P: 402.471.3270
history.nebraska.gov



5. Update on the Wellness Center - City Administrator Butcher
6. Update on the 4th of July Celebration - City Administrator Butcher

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 7/5/23

- Monitoring a number of street projects on East Seward (construction), design on East Hillcrest, and drainage near Park Street & Bradford Street (contracts), Karol Kay box culvert.
- Water Tower project underway, coordinating with 4th of July, working on final paint design.
- 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 and Rules and Regulations.
- Reviewed additional DTR items and worked with applicants on needed documents.
- 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, reviewed weight and cardio room layout, met with gym systems vendor, reupped City Sourcewell account, reviewed interior designs. Attended numerous meetings on outside architecture and design. Met with the Jays Club (current before/after school care provider) to discuss the wellness center.
- Onboarded new Wellness Center Executive Director Brase.
- Continued 2023 comparability study with staff.
- Assisted with payroll, claims, and TIF payments.
- Met with City Hall staff regarding payroll clerk position.
- Attended the Concordia Seward Community Leadership breakfast with Mayor and President Miller.
- Held two (2) LB 840 Committee meetings regarding DTR projects and LB 840 Vote in Fall of 2023.
- Worked with Building Inspection Office on notices to abate issues in town.
- Kickoff meeting and initial evaluation of Facility Study of City Hall and Muni Building.
- Attended the City Employee Golf Outing.
- Met with Parks & Rec Department and Electric Department on ballfield lighting project potential and costs.
- Attended Rail Campus site visit luncheon.
- Attended NPPD Rate Outlook meeting.
- Met with fiber provider for potential plans for city buildings.

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

Police Department

- Civil Service interviews June 29.
- Kiwanis Family Fun Night at the Farmers Market June 28.
- Background investigations of PO-I applicants who pass written/oral examinations.

City Clerk/Human Resources/City Hall

- Council facilities tour Friday, June 30th; itinerary released.
- Garbage service quote request: response expected 6/29 and to Council 7/18.
- Annual July 4th meeting this Thursday at 3pm.
- Roofing to begin on July 5th from the June 14th storm cleanup.
- A memo with highlights was released to Department Heads on 6/26 and comments requested by 7/10 for the Employee Personnel Handbook.
- Continuing prep of draft for meeting on 7/18 of Master Fees Resolution.

Water/Wastewater Department

- Hwy 34 trunk sewer.
- Seep at 13th and Elm fixed.
- Issues found during Sanitary Survey.

Parks and Rec/Cemetery/Golf/Pool

- Mayor's Glow Ball Tournament.
- Last week for T-ball.
- Getting ready for the 4th of July.

Civic Center

- Getting organized for the 4th of July.
- Reviewing new rules and regulations.
- Next Design Committee Meeting on July 6, 2023.

Electric Department

- Terminate and energize Prairie View.
- Check cords and outlets for July 4th.
- Put up banners.

Street Department

- Work on Jackson and Lindell Ave.
- Finish painting streets.
- Install signs.
- Mow ROW.
- Sweep streets.
- Repair barricades for 4th of July.
- Patch potholes.

Library

- Escape Room sign up begins this week.
- Prep for Friends' July 4 book sale.
- Material ordering.

Building Inspection/Planning Department

- Planning Commission items for review: Special Use Permit ULDO update (file permits with County Clerk) and Summit Contracting septic sewer variance Monday, July 10.
- A number of ROW permits were submitted for review for NextLink.

Engineering

- Concrete work ongoing, completion of major work by July 1 on Karol Kaye Box Culvert.
- Grading, 24-in trunk sewer for East Sward Street (County).
- Ring foundation, review of AT&T cell facility plans, execute agreements with Iseler, radio antenna, send communication tenant agreements to City Attorney. Izzak Walton & Hwy 15 intersection – submit alternatives to NDOT, City council approval of Schemmer design proposal (July 5).
- Update FY 2024 plan for the One and Six Year.

Finance Dept.

- Budget meetings with all Departments and City Administrator.
- Nick's last day was 5/12/23.

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

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

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

Derek Bargmann, City Clerk

Date