



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

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**Tuesday, October 3, 2023**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, October 3, 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

10-3-23

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.

Altec Industries Inc	RE		1,227.42
ADE	SU		260.00
All Copy Products Inc	MA		27.26
Allegiant Utility Service	FA		1,136.45
Amazon Business	SU		1,183.54
Applied Concepts Inc	RE		471.70
Aqua-Chem Inc	MA		828.20
Baker & Taylor	SU		1,233.28
Bizco Technologies	IT		12,562.23
Blue Cross Blue Shield NE	BE		62,945.63
Blue River Electric LLC	BU		3,515.00
Campbell Cleaning	SE		1,405.00
Capital Business-Dallas	MA		577.83
Capitol City Electric	SU		637.50
Carpets Direct	BU		7,296.93
Cash-Wa Distributing Co	SU		163.88
Chase Card Service			18,877.21
Adobe Acrobat	MS	257.87	
Amazon	SU	1,187.38	
Boulder Blimp	SU	4,683.92	
Buresh Meats	SU	765.00	
Constant Contact	SE	23.00	
Customsigns.com	SU	323.96	
Dragon Palace	ML	244.30	
eBay	SU	1,461.91	
Emergency Solutions	MS	160.80	
Foreup	SE	499.80	
Godfathers Seward	ML	80.59	
Grainger	SU	32.00	
King Kutter Inc	SU	93.28	
La Quinta Kearney	TG	171.88	
LTS Logo	UN	507.26	
Microsoft	MS	346.75	
Office Solutions	SU	640.88	
Police Officers Assn NE	OP	144.00	
Runza Seward	ML	173.83	
Sam's Club	SU	770.32	
Soccer Master	SU	4,690.00	
SpareTime	ML	144.64	

Toolbarn	TO	256.93	
Tracfone	OP	34.43	
ULINE	SU	199.55	
USPS	PO	59.20	
Valentinos Seward	ML	120.76	
Walmart	SU	577.97	
WTT Consultants	TG	225.00	
City Seward Electric Fund	UT		52,504.11
City Seward Library Petty	PO		241.86
City Seward Payroll Accou	SA		191,554.39
Commercial Turf Services	GU		1,375.00
Eakes Office Solutions	SU		131.43
Faller Landscape	SU		1,350.00
Fiala Dave	MC		2,400.00
Firstar Fiber Inc	SE		336.96
Galls LLC	UN		207.27
Gehring Construction	CI		370,468.96
General Excavating	CI		402,189.31
Grainger Inc	OP		755.00
H&S Plumb Heat & Air Inc	RE		995.27
Hartman Justin	SE		80.00
Hartmann Kathy	RI		109.88
Hawkins Inc	MA		1,538.65
Hobson Automotive & Tire	RE		1,169.69
Hochstein Jared	MC		125.63
Hoffschneider Law PC LLO	SE		5,000.00
Home Depot Pro	SU		29.61
Hoopla/Midwest Tape	MS		3,300.00
Husker Electric Supply Co	SU		1,745.57
Interstate All Battery Ce	OP		94.59
JEO Consulting Group	SE		4,457.50
Jones Automotive	RE		1,508.03
Jones Bank	MC		699.65
Last Mile Network Consult	IT		75.30
Lee's Refrigeration	BU		353.19
Leick Tanner	MC		1,200.00
Lincoln Tree Service Inc	SE		14,240.00
Lincoln Winwater Works	RE		266.27
Memorial Health Care Syst	SE		194.70
Memorial Health-Drug	SE		158.00
Menards North	SU		224.88
Meyer Automotive	RE		539.12
Mid-American Benefits Inc	BE		1,583.55
Mid-Iowa Solid Waste Equi	RE		694.57
Midwest Automotive Inc	SE		65.00
Midwest Turf & Irrigation	RE		143.86
Nebrascut Lawn Care	GU		283.07
Nebraska D A S Acct Ocio	MA		245.00
Nebraska Dept Env/Energy	MS		150.00
Nebraska Golf & Turf	SU		832.80

Nebraska Health Lab	MA	122.00
Nebraska Pub Pow-Desmoine	UT	710,492.20
Nebraska Secretary/State	MS	30.00
Nebraska Star Beef Co Llc	MH	48.60
Nextlink	SE	200.00
Norris Public Power Distr	UT	1,269.73
Northern Safety Co Inc	SU	76.68
Odeys Inc	GU	1,652.50
Olsson	SE	12,735.19
O'Reilly Automotive Inc	OI	217.56
Orscheln Farm & Home	SU	334.39
Overdrive Inc	MS	500.00
Pedersen Brent	ML	15.00
Phillips Jarod	MI	247.26
Premier Map Company	PU	360.00
Primary Arms	EQ	570.00
Principal Financial Group	BE	2,478.20
Quality Brands Of Lincoln	SU	338.83
Quill Corp	SU	38.76
Resco	IV	27,954.62
Rumery Lawn & Landscape	GU	86.00
Sargent Drilling Inc	OP	2,892.45
Seward Co Chamber/Develop	MC	3,310.00
Seward Municipal Band Acc	SE	6,000.00
Seward Veterans Foreign W	MC	900.00
Short Elliott Hendrickson	CI	22,408.28
Siteone Landscape Supply	GU	477.09
Soukup Rich	SE	80.00
Sousek Jeremy	MC	1,200.00
Sparetime Lounge & Grill	ML	260.00
Sports Express	SU	1,503.40
St P J Supply Inc	SU	93.00
Time Warner/Spectrum	SE	735.11
U S Cellular	SE	212.65
Vancura Brad	SE	80.00
Verizon Wireless	SE	431.69
Visa - Pinnacle Bank		5,451.33
ADA Central Signs	SU	226.63
Airtame	SU	475.00
American Library Assn	MS	362.00
DEMCO	SU	125.97
Dollar General	SU	11.09
Herman Miller	EQ	650.54
Menards	SU	54.95
NextLink	SE	115.00
Pac N Save	SU	126.00
Sam's Club	SU	768.84
Taste of the South	MS	21.00
Techsoup	MS	6.00
Walmart	SU	2,492.32

Zoom	MS	15.99	
Voehl Cindy	MI		13.10
Wesco Distribution Inc	IV		4,879.43
Zimco Supply Co	MA		2,386.75
	CLAIMS TOTAL		\$1,993,048.53

2. Draft Minutes of September 19, 2023 City Council Meeting; September 26, 2023 Budget Hearing; September 26, 2023 Special Meeting; and September 29, 2023 Special Meeting

**September 19, 2023**

The Seward City Council met at 7:00 p.m. on Tuesday, September 19, 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, Tatum Tonniges, Rich Wergin. Councilmembers Absent: Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Building/Zoning & Code Enf. Director Tim Dworak, City Engineer Mike Oneby, Finance Director Cydnee Golden, Executive Director of Wellness Center Joel Brase, and Police Chief 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 Wergin.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$972,771.89)
4. Police Department Report
5. Draft Minutes of September 5, 2023, Council Meeting
6. Mayor's Appointments to Boards and Commissions:
  - a. Appoint Jaden Volzke to the Seward Volunteer Fire Department Roster

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

**ADMINISTRATIVE ITEM**

**1. CONSIDERATION OF A REQUEST TO WAIVE SECTION 13 'TRANSFER' TO THE FRANCHISE AGREEMENT WITH ALLO SEWARD, LLC (ORDINANCE 2021-32)**

City Administrator Butcher indicated that ALLO Seward, LLC was transferring their franchise to another corporate entity owned by ALLO; therefore, they requested a waiver to section 13 of the agreement. Andrew Vinton, representing ALLO Seward, LLC, noted the corporation was making this change to separate the Seward entity and will not have an impact to local services provided.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to waive Section 13 to the franchise agreement with ALLO Seward, LLC, as requested.

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

**PUBLIC HEARINGS**

**1. TAX INCREMENT FINANCING (TIF) APPLICATION BY THE SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP (SCCDP)**

- A. PRESENTATION AND REVIEW OF TIF APPLICATION**
- B. PRESENTATION AND REVIEW OF REDEVELOPMENT PLAN AMENDMENT AND COST BENEFIT ANALYSIS**
- C. PRESENTATION AND REVIEW OF REDEVELOPMENT AGREEMENT**

Andrew Willis, TIF Attorney, presented the application, redevelopment plan, and redevelopment agreement as submitted by the applicant. The proposed project will provide a daycare space to the community, with proposed TIF uses for improving access to the building, parking/traffic alterations, demolition, and remodel of space. Mr. Willis noted that the application was approved by the Planning Commission and Community Redevelopment Authority (CRA) as presented. Mayor Eickmeier opened the public hearing at 7:12 p.m.

Jonathon Jank, representing SCCDP, provided further details on the project and how it will meet a need in the community for childcare options. Mayor Eickmeier closed the public hearing at 7:14 p.m.

**D. CONSIDERATION OF A RESOLUTION APPROVING THE REDEVELOPMENT PLAN AMENDMENT AND ADOPTING A COST BENEFIT ANALYSIS FOR THE REDEVELOPMENT PROJECT**

Councilmember Kolterman introduced **Resolution 2023-11**, to approve the redevelopment plan amendment

September 19, 2023

and adopt a cost benefit analysis for the SCCDP redevelopment project. Councilmember Kahler moved, seconded by Councilmember Stryson, to approve Resolution 2023-11.

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

Nay: None. Absent: Wilken. Motion carried.

E. CONSIDERATION OF A RESOLUTION APPROVING THE REDEVELOPMENT PLAN AGREEMENT FOR A REDEVELOPMENT PROJECT INCLUDING THE ISSUANCE OF TIF INDEBTEDNESS FOR THE REDEVELOPMENT PROJECT AND OTHER SUCH ACTIONS UNDER THE COMMUNITY DEVELOPMENT LAW

Councilmember Stryson introduced **Resolution 2023-12**, to approve the redevelopment plan agreement, including the issuance of TIF indebtedness for the SCCDP redevelopment project. Councilmember Wergin moved, seconded by Councilmember Tonniges, to approve Resolution 2023-12.

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

Nay: None. Absent: Wilken. Motion carried.

**ADMINISTRATIVE ITEMS**

2. CONSIDERATION OF AN OFFER RECEIVED TO PURCHASE LAND WITHIN THE COMMERCIAL RAIL CAMPUS DEVELOPMENT AREA, LEGALLY DESCRIBED AS 'LOT 3, SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

Mr. Butcher noted that the City had received an offer for a parcel within the Seward Rail Campus. In review with the City Attorney, the Administration feels it is a fair offer to consider. If approved, the sale would occur following the remonstrance period of 30 days.

A. CONSIDERATION OF A PURCHASE AGREEMENT WITH MEYCO HOLDINGS, LLC

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve a purchase agreement with MeyCo Holdings, LLC for a parcel of land located within the Seward Rail Campus.

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

Nay: None. Absent: Wilken. Motion carried.

B. CONSIDERATION OF AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO MEYCO HOLDINGS, LLC

Councilmember Singleton introduced Ordinance No. 2023-20. Councilmember Stryson moved, seconded by Councilmember Singleton, to dispense with the statutory rule.

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

Nay: None. Absent: Wilken. Motion carried.

Councilmember Wergin moved, seconded by Councilmember Stryson, 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. 2023-20**, AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO MEYCO HOLDINGS, LLC; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Nay: None. Absent: Wilken. Motion carried.

3. CONSIDERATION OF A CLAIM FROM LAURA ASPLIN, 438 GRAND AVE, FOR PERSONAL PROPERTY DAMAGE IN THE AMOUNT OF \$2,933.31

Mr. Butcher informed that the alleged incident involved the Water/Wastewater Department and the recommendation from Administration is to forward to the insurance carrier for determination.

Councilmember Kolterman moved, seconded by Councilmember Stryson, to forward the claim to the City's insurance carrier for consideration.

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

Nay: None. Absent: Wilken. Motion carried.

4. CONSIDERATION OF A POISONOUS & FLAMMABLE GASES STORAGE PERMIT FOR AMERIGAS PROPANE AT TRACTOR SUPPLY SITE

**September 19, 2023**

Building/Zoning & Code Enforcement Director Dworak described that, as per City Code Chapter 252-2.1, a permit is required for any proposed placement of a poisonous and flammable gases storage tank over 5 gallons. The proposed site will include a 1,000-gallon tank. The State Fire Marshall has no concerns with the proposed installation.

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve a poisonous & flammable gases storage permit for AmeriGas Propane as presented.

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

**5. CONSIDERATION OF THE REVISED CIVIL SERVICE RULES & REGULATIONS**

Chief of Police Peters noted the Civil Service Commission had now undergone many unsuccessful attempts to hire a candidate for the existing vacancy. As such, the Commission has recommended a few minor changes to the rules and regulations with the goal of a smoother hiring process.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve the revised Civil Service rules and regulations as presented.

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

**6. FY2024 AGREEMENTS WITH THE SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP**

SCCDP President and CEO, Jonathon Jank, presented a report on the organization's FY23 performance. Patrick Kelly, Vice President of the SCCDP Board, praised the organization's work in his experience as the Mayor of the City of Milford and a business owner in Seward. The FY24 funding agreement calls for a 3% increase in fees from the City from FY23. Mayor Eickmeier and Mr. Butcher expressed gratitude for all that SCCDP has done locally over the past year, especially in addressing shortfalls in affordable housing and childcare.

**A. CONSIDERATION OF A MEMBERSHIP AGREEMENT WITH THE SEWARD COUNTY CHAMBER & ECONOMIC DEVELOPMENT PARTNERSHIP FOR FY24**

Councilmember Wergin moved, seconded by Councilmember Tonniges, to enter into a membership agreement with SCCDP for FY24.

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

**B. CONSIDERATION OF A FUNDING AGREEMENT WITH THE SEWARD COUNTY CHAMBER & ECONOMIC DEVELOPMENT PARTNERSHIP FOR FY24**

Councilmember Stryson moved, seconded by Councilmember Miller, to enter into a funding agreement with SCCDP for FY24.

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

**7. UPDATE ON THE PROPOSED FY2023-2024 BUDGET**

Mr. Butcher noted the public hearing for the budget would be held on Tuesday, September 26<sup>th</sup> with approval of the budget to follow. Further, he referenced the CIP list which included non-essential items that, if cut, would allow for the budget to be balanced between projected revenues and expenditures. On some of the items on the list, there are potential other funding sources to be utilized.

**A. MOTIONS ON RECOMMENDED BUDGET ITEMS**

Councilmember Stryson moved, seconded by Councilmember Kolterman, to remove the non-essential items as indicated by City Administrator Butcher which will allow for a balanced budget in FY24, and to also explore alternative funding mechanisms for the non-essential items indicated.

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

**8. AUTHORIZATION TO DESIGNATE FINANCE DIRECTOR/TREASURER CYDNEE GOLDEN AS SIGNATORY OF CITY ACCOUNTS**

Councilmember Singleton moved, seconded by Councilmember Wergin, to authorize Treasurer Cydnee Golden as signatory to City accounts.

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

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Nay: None. Absent: Wilken.

Motion carried.

9. CONSIDERATION OF A RESOLUTION TO DESIGNATE A CROSSWALK ON N COLUMBIA AVE, 282' NORTH OF THE NORTH CURB LINE OF LINCOLN STREET, RUNNING WEST TO EAST

Mr. Butcher noted that recent the recent construction of two apartment buildings on the NW corner of Lincoln Street-N Columbia Ave intersection has increased foot traffic across N Columbia Ave. As such, the internal Traffic Committee—consisting of Butcher, City Engineer Oneby, Street Superintendent Miers, and Police Chief Peters—are recommending that a crosswalk be established to improve pedestrian and motorist safety.

Councilmember Kolterman introduced **Resolution 2023-13**, to establish a crosswalk N of the Lincoln Street-N Columbia Ave intersection. Councilmember Wergin moved, seconded by Councilmember Stryson, to approve Resolution 2023-13.

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

Nay: None. Absent: Wilken.

Motion carried.

10. CONSIDERATION OF AN ORDINANCE FOR VOLUNTARY REQUESTS FOR ANNEXATION, WAKE & CO ADDITION; DEDICATED RIGHT-OF-WAY NORTH OF WAVERLY ROAD FROM 266<sup>TH</sup> TO 280<sup>TH</sup> ROAD (FINAL READING)

Mayor Eickmeier read the ordinance for the third and final time.

Councilmember Kahler moved, seconded by Councilmember Wergin, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2023-18**, AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY THE DEDICATED RIGHT-OF-WAY NORTH OF WAVERLY ROAD FROM 266<sup>TH</sup> ROAD TO 280<sup>TH</sup> RD, AND WAKE & CO. ADDITION TO THE CITY OF SEWARD, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Nay: None. Absent: Wilken.

Motion carried.

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

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

Nay: None. Absent: Wilken.

Motion carried.

11. UPDATE ON THE WELLNESS CENTER

Executive Director of Wellness Center Brase relayed that the City had received good news from Sampson Construction regarding the competitiveness of the subcontracting bids. They opined a competitive bid process may help in lowering the guaranteed maximum price (GMP). The City is expected to receive the GMP soon and will expect to begin the project this fall. Mr. Butcher noted the City is working on project bonding options currently.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Tonniges, that the City Administrator's report of September 19, 2023, be accepted.

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

Nay: None. Absent: Wilken.

Motion carried.

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS

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

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

Nay: None. Absent: Wilken.

Motion carried.

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Mayor Eickmeier stated the Council has voted to go into closed session at 8:24 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 8:52 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin. Mayor Eickmeier announced that no formal action was taken during the executive session.

**MOTION TO ADJOURN**

Councilmember Wergin moved, seconded by Councilmember Singleton, that the September 19, 2023, City Council Meeting be adjourned.

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

Nay: None. Absent: Wilken. Motion carried.

Adjourned approximately 8:53 p.m.

THE CITY OF SEWARD, NEBRASKA

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Joshua Eickmeier, Mayor

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Derek Bargmann  
City Clerk

**September 26, 2023**

The Seward City Council met for a budget hearing at 7:00 p.m. on Tuesday, September 26, 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, Matt Stryson, Rich Wergin. Councilmember Absent: John Singleton, Tatum Tonniges, Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Engineer Michael Oneby, Building/Zoning & Code Enforcement Director Tim Dworak, and Police Sergeant Allison Sommerfeld.

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

**PUBLIC HEARINGS**

**1. NOTICE OF HEARING AND BUDGET SUMMARY FOR THE PURPOSE OF HEARING SUPPORT, OPPOSITION, CRITICISM, SUGGESTIONS OR OBSERVATIONS OF TAXPAYERS RELATING TO THE PROPOSED BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2024**

City Administrator Butcher stated that pursuant to LB148, a special budget hearing is to be held separately from a regular meeting and not limited by time. An overview of the budget was presented at the September 5, 2023, Council meeting with recommended changes approved at the September 19, 2023, Council meeting.

Mayor Eickmeier opened the public hearing at 7:03 p.m. With no public comment received, the public hearing was closed at 7:03 p.m.

**2. NOTICE OF SPECIAL HEARING FOR THE PURPOSE OF HEARING SUPPORT, OPPOSITION, CRITICISM, SUGGESTIONS OR OBSERVATIONS FROM TAXPAYERS RELATING TO SETTING THE FINAL TAX REQUEST FOR FISCAL YEAR 2024**

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.

**MOTION TO ADJOURN**

Councilmember Wergin moved, seconded by Councilmember Kolterman, that the September 26, 2023, City Council Budget Hearing be adjourned.

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

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

Adjourned approximately 7:05 p.m.

THE CITY OF SEWARD, NEBRASKA

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

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

**September 26, 2023**

The Seward City Council met for a special meeting at 7:05 p.m. on Tuesday, September 26, 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, Matt Stryson, Rich Wergin. Councilmember Absent: John Singleton, Tatum Tonniges, Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Engineer Michael Oneby, Building/Zoning & Code Enforcement Director Tim Dworak, and Police Sergeant Allison Sommerfeld.

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

**ADMINISTRATIVE ITEMS**

**1. FISCAL YEAR 2024 ADOPTION**

**A. APPROVAL OF AN ADDITIONAL ONE PERCENT (1%) INCREASE IN RESTRICTED FUNDS**

**B. APPROVAL OF THE MUNICIPAL BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2024 AND AUTHORIZE THE FILING OF BUDGET FORMS**

**C. RESOLUTION SETTING THE 2023-2024 PROPERTY TAX REQUEST FOR THE CITY OF SEWARD**

**D. ORDINANCE FOR THE ADOPTION OF THE MUNICIPAL BUDGET; TO APPROPRIATE SUMS OF NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE; AND INCLUDE AN ADDITIONAL ONE PERCENT (1%) IN RESTRICTED FUNDS**

City Administrator Butcher noted that as per the Council’s motion on September 19<sup>th</sup>, the proposed budget has been amended to balance projected revenues and expenditures. The items that were removed will either be delayed, or other funding sources will be sought. Lastly, Mr. Butcher noted that for the items related to the ordinance to adopt the fiscal year 2024 budget, a supermajority (at least 6 Councilmembers) will need to be present. As such, the items related to the Fiscal Year 2024 adoption will be considered at a special meeting to occur at 8 a.m. on Friday, September 29, 2023. The budget will be filed later that day to meet the State requirement.

**MOTION TO ADJOURN**

Councilmember Miller moved, seconded by Councilmember Kolterman, that the September 26, 2023, City Council Special Meeting be adjourned.

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

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

Adjourned approximately 7:13 p.m.

THE CITY OF SEWARD, NEBRASKA

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

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

**September 29, 2023**

The Seward City Council met for a special meeting at 8:00 a.m. on Friday, September 29, 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, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmember Absent: John Singleton, Jonathon Wilken. Other officials present: City Administrator Greg Butcher and Finance Director/Treasurer Cydnee Golden.

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.

**ADMINISTRATIVE ITEMS**

**1. FISCAL YEAR 2024 ADOPTION**

City Administrator Butcher noted the Council held the public hearing for the budget on Tuesday, September 26<sup>th</sup> and had made changes to the presented budget at the September 19th meeting.

**A. APPROVAL OF AN ADDITIONAL ONE PERCENT (1%) INCREASE IN RESTRICTED FUNDS**

Councilmember Kolterman moved, seconded by Councilmember Wergin, to approve an additional one percent (1%) increase in restricted funds for FY24.

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

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

**B. APPROVAL OF THE MUNICIPAL BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2024 AND AUTHORIZE THE FILING OF BUDGET FORMS**

Councilmember Miller moved, seconded by Councilmember Kolterman, to approve the municipal budget for the City of Seward for Fiscal Year 2024 and filing of budget forms.

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

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

**C. RESOLUTION SETTING THE 2023-2024 PROPERTY TAX REQUEST FOR THE CITY OF SEWARD**

Councilmember Wergin introduced **Resolution 2023-14**, to approve the set the FY24 property tax request for the City of Seward. Councilmember Kolterman moved, seconded by Councilmember Tonniges, to approve Resolution 2023-14.

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

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

**D. ORDINANCE FOR THE ADOPTION OF THE MUNICIPAL BUDGET; TO APPROPRIATE SUMS OF NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE; AND INCLUDE AN ADDITIONAL ONE PERCENT (1%) IN RESTRICTED FUNDS**

Councilmember Miller introduced Ordinance No. 2023-21. Councilmember Wergin moved, seconded by Councilmember Miller, to dispense with the statutory rule.

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

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

Councilmember Kolterman moved, seconded by Councilmember Stryson, 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. 2023-21, AN ORDINANCE TO ADOPT THE BUDGET STATEMENTS TO BE TERMED THE BUDGET AND ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES, WHICH INCLUDES AN ADDITIONAL ONE PERCENT (1%) INCREASE IN RESTRICTED FUNDS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.**

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

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

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

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

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

**September 29, 2023**

**MOTION TO ADJOURN**

Councilmember Wergin moved, seconded by Councilmember Tonniges, that the September 29, 2023, City Council Special Meeting be adjourned.

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

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

Adjourned approximately 8:10 a.m.

THE CITY OF SEWARD, NEBRASKA

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

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

DRAFT

**AGENDA REQUEST ITEM**

1. Discussion Regarding the City of Seward Electric and Water Advanced Metering Infrastructure (AMI) Systems - Trevor Pierce

**ADMINISTRATIVE ITEMS**

1. Consideration of a Resolution Approving a Street Closure Crossing Hwy 15 for Seward County Chamber & Development Partnership Christmas Festival Annual Lighted Christmas Parade on November 25, 2023 - Donna Hendrickson, SCCDP



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

**APPLICATION FOR PARADE, MARCH OR SPECIAL EVENT**

**IF THIS PARADE, MARCH, OR SPECIAL EVENT INVOLVES THE TEMPORARY USE OF ANY PORTION OF THE STATE HIGHWAY SYSTEM OR CITY FACILITIES, FORMAL ACTION BY THE CITY COUNCIL IS REQUIRED. THE CITY IS REQUIRED TO PROVIDE 30 DAYS NOTICE TO THE STATE OF NEBRASKA REGARDING HIGHWAY USE. THE COUNCIL MEETS THE 1ST & 3RD TUESDAYS OF EVERY MONTH AND REQUESTS MUST BE RECEIVED BY NOON ON WEDNESDAY PRIOR TO THE NEXT COUNCIL MEETING AND MUST INCLUDE A COPY OF THE INSURANCE POLICY FROM THE SPONSORING ORGANIZATION.**

We, the undersigned, hereby apply for a permit for a **(CIRCLE ONE)**:

Parade

March

Special Event

on Sat. Nov. 25 from 5:30 to 6:30 for the purpose of \_\_\_\_\_  
(DATE) (TIME) (TIME)

Lighted Christmas Festival Parade for approximately 2000? people.

The location of the event will be held at the following address(es): \_\_\_\_\_

Seward St from 1st to 10th / 1st street from Jackson to Seward.

Additionally, we request the following from the City:  barricades  picnic tables  
to be delivered to the site by (Date/Time) \_\_\_\_\_ at the following location(s):

Along the route - both sides of the streets

Lastly, we intend to sell or offer the following during the event **(CHECK ALL THAT APPLY)**:

- Food  Alcohol  Other: \_\_\_\_\_

Additional Comments: The IIIII lines on the map indicate Parade Line-up locations.

We would like to request street closures for those locations as well.

Bradford & Roberts - 1 blk east & west of 1st, Moffit - 1 blk west of 1st

**APPLICANT INFORMATION**

SCCDP-Christmas Festival Cmte donna@cultivatesewardcounty.com 402-643-4189  
APPLICANT'S/ORG. NAME EMAIL ADDRESS TELEPHONE NO.

616 Bradford St. Seward NE 68434  
APPLICANT'S/ORG. ADDRESS CITY STATE ZIP

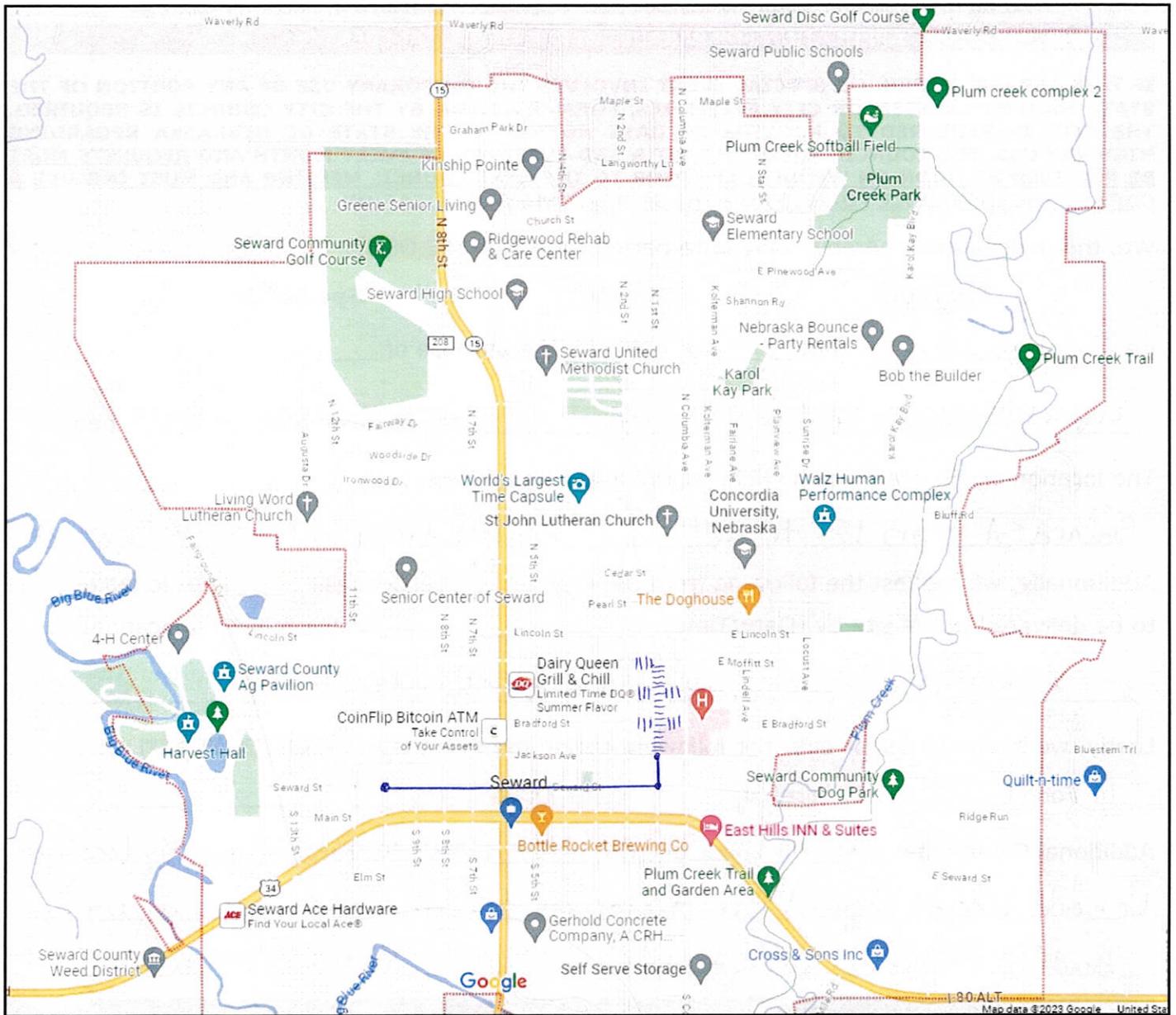
Donna J. Hendrickson 9/14/23  
APPLICANT'S SIGNATURE DATE

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000 is required. The insurance certificate must show evidence of coverage specific to the event and activities to be conducted. The City Clerk must have the insurance certificate in hand before a permit is issued.

**If an event involves a street closure, please complete the appropriate 'street closure' form and return to: City Clerk, 537 Main Street, Seward, NE 68434.**

If a parade or march, please indicate the route of the event below and note the following:

- No alcoholic beverages in street or public right-of-way
- No excessive and prolonged noise or music
- Assurance that clean-up of streets is performed by organization



	DATE SENT TO STATE: _____
<b><u>FOR CITY OF SEWARD USE ONLY</u></b>	DATE INS. INFO RECD: _____
	DATE PERMIT ISSUED: _____
MAYOR APPROVAL: _____	
CHIEF OF POLICE APPROVAL: _____	
STREET SUPERINTENDENT APPROVAL: _____	



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

**APPLICATION FOR TEMPORARY STREET CLOSURE PERMIT**

I, the undersigned, having read and understand the City of Seward Street Closure Policy, which includes the following provisions:

- No alcoholic beverages in street or public right-of-way
- No closures allowed on 4<sup>th</sup> of July
- No excessive and prolonged noise or music
- Assurance that all clean-up of streets is performed
- Applicant must file a Certificate of Liability Insurance naming the City of Seward as insured in the amount of \$1 million.

do hereby petition for the closure of

Seward St. / E N 1st (STREET NAME) between 1st & 10th / E Jackson & Seward (LIST BOTH CROSS STREETS AND ADDRESSES)

on Sat. Nov 25, 2023 (DATE) from 2pm (TIME) to 7pm (TIME) for the purpose of \_\_\_\_\_

Lighted Christmas Parade for approximately 2000? people.

Additionally, I **DO** / DO NOT (CIRCLE ONE) request any barricades to be supplied from the City.

If yes, I would like the barricades delivered to the site on 11/25/23 (DATE) by 2pm (TIME).

Donna Hendrickson (APPLICANT'S NAME) Seward County Chamber & Development Partnership (ORGANIZATION NAME) 402-643-4189 (TELEPHONE NO.)

666 Bradford St. (APPLICANT'S/ORG. ADDRESS) Seward (CITY) NE (STATE) 68434 (ZIP)

Donna J. Hendrickson (APPLICANT'S SIGNATURE) 9-14-2023 (DATE)

**\*\*\*APPLICANT MUST COMPLETE PAGE 2 FOR VALID APPLICATION\*\*\***

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000 is required. The insurance certificate must show evidence of coverage specific to the event and activities to be conducted. The City Clerk must have the insurance certificate in hand before a permit will be issued.

Date insurance certificate filed with City: \_\_\_\_\_

<b>FOR CITY OF SEWARD USE ONLY</b>	<b>DATE PERMIT ISSUED:</b> _____
<b>MAYOR APPROVAL:</b>	_____
<b>CHIEF OF POLICE APPROVAL:</b>	_____
<b>STREET SUPERINTENDENT APPROVAL:</b>	_____

**\*\*PLEASE PRINT PAGE 2 TO SEPARATE PAGE\*\***

**RESIDENTS/OWNERS OF PROPERTY ABUTTING STREET CLOSURE**

**We, the undersigned, do hereby consent to the Temporary Street Closure Permit as described in this application (Only one adult signature needed per address):**

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ADDRESS	PRINTED NAME	SIGNATURE
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ADDRESS	PRINTED NAME	SIGNATURE
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ADDRESS	PRINTED NAME	SIGNATURE
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ADDRESS	PRINTED NAME	SIGNATURE
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**RESOLUTION NO. 2023-15**

WHEREAS, the Seward County Chamber & Development Partnership Christmas Festival Committee Annual Lighted Christmas Parade is scheduled for November 25, 2023; and

WHEREAS, the City of Seward wishes to support this annual event; and

WHEREAS, it is necessary to close Highway 15 at the intersection of Seward Street and Highway 15 for the Parade from 2:00 p.m. to 7:00 p.m.; and

WHEREAS, the road closure described above must be approved by the State of Nebraska Department of Roads;

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

The City Clerk is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Nebraska Highway 15 as defined above for the festivities to be held on November 25, 2023, in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: October 3, 2023

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

2. Consideration of a Request for the City to Assist with the Downtown Seward Sound System Installation - Donna Hendrickson, SCCDP
3. Consideration of a Recommendation to Award a Construction Contract to Gehring Construction & Ready Mix Co., Inc, for the Izaak Walton-Hwy 15 Intersection Improvements Project in the Amount of \$850,987.95 and Authorization for Mayor to Sign All Documents - City Engineer Oneby

CITY OF SEWARD - Izaak Walton & Hwy 15 Project

Bid Opening

9/28/2023 at 10A - 10:05 open

Complete Response? - Yes/No

Company Name

Date/Time Recd

Date/Time Recd	Company Name	Complete Response? - Yes/No
9/28/23 9:58A	Cehring Construction	# 850,987.95 - Yes

City officials present:

*[Signature]*

*[Signature]*

Michael Oneby, City Engineer

## Michael Oneby

---

**From:** Roth, Alexander <aroth@schemmer.com>  
**Sent:** Thursday, September 28, 2023 7:12 PM  
**To:** Michael Oneby  
**Cc:** Holle, Doug  
**Subject:** RE: Izaak Walton Road Intersection Improvements Addendum #1 - Engineer's Recommendation

Mike,

Ghering Construction is a reputable company that is qualified to complete the work. Ghering's bid of \$850,987.95 was the only bid submitted, but compares well to the engineer's estimate of \$826,962.23. However, there is a quantity error on the bid form for Item 11, Water. The plans show the correct quantity (81 MGAL) where the bid form shows an incorrect quantity of 11 MGAL. It appears that Ghering may have been trying to compensate for the discrepancy with their bid unit price of \$1,100 for a bid price of \$12,100, but this item is measured in the field and could result in a measured price of 81MGAL x \$1,100 = \$89,100. I suggest reaching out to Ghering to discuss this bid item.

Thanks,  
Alex



Alex Roth, P.E.  
Transportation Engineer  
Associate

402.493.4800 Phone | 402.431.6364 Direct

**SCHEMMER.COM**

---

**From:** Michael Oneby <Michael.Oneby@cityofsewardne.gov>  
**Sent:** Thursday, September 28, 2023 2:14 PM  
**To:** Roth, Alexander <aroth@schemmer.com>  
**Cc:** Holle, Doug <dholle@schemmer.com>; Pugh, Bart <bpugh@schemmer.com>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>; Derek Bargmann <Derek.Bargmann@cityofsewardne.gov>  
**Subject:** [EXTERNAL] RE: Izaak Walton Road Intersection Improvements Addendum #1

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

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Hi Alex,

Please review the attached bid documents and provide a recommendation. Due to the tight schedule, please provide the recommendation by 2 PM tomorrow (Friday, Sept 29) for inclusion in the City Council packet for the next regular meeting at 7 PM on Tuesday, October 3.

One bidder: Gehring  
Bid: \$850,987.95  
Engineer's Estimate: \$826,962.23

Thanks for your assistance in getting this project bid.

Best regards,

Mike



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

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



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**From:** Roth, Alexander <[aroth@schemmer.com](mailto:aroth@schemmer.com)>  
**Sent:** Monday, September 18, 2023 5:23 PM  
**To:** Michael Oneby <[Michael.Oneby@cityofsewardne.gov](mailto:Michael.Oneby@cityofsewardne.gov)>  
**Cc:** Holle, Doug <[dholle@schemmer.com](mailto:dholle@schemmer.com)>  
**Subject:** Izaak Walton Road Intersection Improvements Addendum #1  
**Importance:** High

Mike,

Attached are the updated plans, bid form, and addendum summary which address NDOT's comments. Please send this information to all plan holders.

Let me know if you have any questions.

Thanks,  
Alex



**Alex Roth, P.E.**  
Transportation Engineer  
Associate

402.493.4800 Phone | 402.431.6364 Direct  
**SCHEMMER.COM**

## Disclaimer

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**Office of the City Engineer**

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

# Memo

**To:** Greg Butcher, City Administrator

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

**cc:** Derek Bargmann, City Clerk

**Date:** October 2, 2023

**Re:** Izaak Walton Road at Highway 15 Intersections Improvements – Recommendation of Award

The City advertised for bids to construct improvements to Izaak Walton Road at the intersection with State Hwy 15. The City hosted a public bid opening on September 28, 2023 at 10:00 PM at City Hall, overseen by City Clerk Derek Bargmann and City Engineer Mike Oneby. One bid was received, listed below along with the Engineer’s Opinion of Probable Construction Cost.

No.	Bidder	Submittal Date/Time	Bid Amount [\$]	Amount above Estimate	
				[\$]	[%]
1.	Gehring Construction Columbus, NE	9:39 AM 10/28/2023	850,987.95	24,025.72	+ 2.9%
	Engineer’s Estimate	N/A	826,962.23		

The project’s Engineer (Schemmer Associates) reviewed the bid and found no irregularities that would prohibit award to the sole Bidder (see attached email). Though only one bid was submitted, the size of project and the short number of days allocated for construction may have made this project unattractive to Bidders not currently mobilized in Seward. Gehring Construction and Ready Mix Co. is a reputable paving contractor who with their subcontractors have performed high quality road work for the City. They are currently completing the East Seward Road Improvements project.

In the review process, one bid quantity (11 MGAL in Item 6) was discovered to be in error (listed correctly on the Plans as 81 MGAL. In their bid price, the Bidder’s subcontractor recognized the need for more water than the quantity listed, and adjusted their Bid Price accordingly. With the Bidder’s concurrence, the Bid Quantity and Bid Unit Price were updated in the attached Bid Form, while adhering to the original Item 6 Bid Price. The corrected bid items will be used in the contract signed by the Bidder and the Mayor.

The City Engineer concurs with Schemmer in recommending award to Gehring Construction and Ready Mix Co., Inc. in the amount of \$850,987.95.

CONSENT IN LIEU OF SPECIAL  
MEETING OF SHAREHOLDERS AND DIRECTORS OF  
GEHRING CONSTRUCTION & READY MIX CO., INC.

THE UNDERSIGNED, being all of the shareholders and directors of **GEHRING CONSTRUCTION & READY MIX CO., INC.**, a Nebraska corporation, hereinafter referred to as "the Corporation", hereby consent, pursuant to Section 21-2054 and 21-2090 of the Nebraska Business Corporation Act, to the adoption hereof and do hereby adopt the following resolution and declare it to be in full force and effect as if adopted at a regularly held special meeting of the shareholders and directors of the corporation:

**BE IT RESOLVED THAT** Kevin M. Gehring, Vice President, will be authorized to sign and negotiate all business contracts in behalf of our corporation, Gehring Construction & Ready Mix Co., Inc. from this date forward.

---

---

---

**DATED** January 10, 2015

*Lynita R. Gehring*  
Lynita R. Gehring, Secretary/Treasurer

**INLAND**  
INSURANCE COMPANY

**UNIVERSAL**  
SURETY COMPANY

P.O. Box 80468 • Lincoln, Nebraska 68501-0468  
PHONE • 1-800-755-2666  
FAX • 402-435-3274

---

## BID BOND

---

KNOW ALL MEN BY THESE PRESENTS: That we,  
Gehring Construction & Ready Mix Co., Inc.

5424 West Meadow Dr. Columbus, NE 68601

as Principal, hereinafter called the principal, and Universal Surety Company a corporation duly organized under the laws of the State of Nebraska, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Seward, Nebraska  
537 Main Street, PO Box 38, Seward NE 68434

as Obligee, hereinafter called the Obligee, in the sum of 5% of the bid amount-----

----- (\$ 5% of the bid-----) DOLLARS,  
lawful money of the United States of America, for the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:  
Izaak Walton Road at Hwy 15 Intersection Improvements

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, Sealed and Dated, this 28th day of September, 2023.

Gunter R. Shung  
Witness

Shirley Andracek  
Witness

Gehring Construction & Ready Mix Co., Inc.  
Principal (Seal)  
By: [Signature] VP (Title)

Universal Surety Company  
Surety (Seal)  
By: Matthew Halouska  
Attorney-in-Fact, Matthew Halouska

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Thomas Champoux or Rebekah L. Ray or Matthew Halouska, Lincoln, Nebraska  
or Tracy Alexander, Omaha, Nebraska or Justin Lewandowski, Ashland, Nebraska  
or Robert A. Wick, Columbus, Nebraska or Patricia A. Hellriegel, Kearney, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.  
IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 24th day of May, 20 23.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*

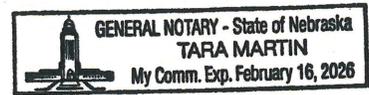


State of Nebraska } Secretary/Treasurer  
County of } ss. Lancaster

By President

On this 24th day of May, 20 23, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 28th day of September, 20 23.

*Philip C. Abel*

Director



**BID FORM – ADDENDUM #1 - 9-18-2023**

*Project Identification:*

CITY OF SEWARD, IZAAK WALTON ROAD AT HIGHWAY 15 INTERSECTION  
IMPROVEMENTS

*Contract Identification and Number:*

Schemmer Project No. 09193.001

**ARTICLE 1-BID RECIPIENT**

1.01 This Bid is submitted to:

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

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

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
# 1 _____	9-18-2023 _____
_____ _____	_____ _____

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

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

##### **4.01 Bidder certifies that:**

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

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

#### **ARTICLE 5 – BASIS OF BID**

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

## IZAAK WALTON ROAD AT HIGHWAY 15 INTERSECTION IMPROVEMENTS

Item	Item Number	Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
1	0005.01	TRAFFIC CONTROL	1	LS	\$ 28,000.00	\$ 28,000.00
2	0030.00	MOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00
3	002.44	TEMPORARY PAVEMENT MARKING, TYPE PAINT	2,299	LF	\$ 0.55	\$ 1,264.45
4	1000.00	LARGE TREE REMOVAL	1	EA	\$ 2,000.00	\$ 2,000.00
5	1009.00	GENERAL CLEARING AND GRUBBING	1	LS	\$ 10,000.00	\$ 10,000.00
6	1011.00	EARTHWORK MEASURED IN EMBANKMENT	8,057	CY	\$ 23.00	\$ 185,311.00
7	1011.00	WATER	81 <del>11</del>	MGAL	\$ 149.38 <del>1,100.00</del>	\$ 12,100.00
8	1041.00	SALVAGING AND PLACING TOPSOIL	8,241	SY	\$ 1.00	\$ 8,241.00
9	1101.00	REMOVE PAVEMENT	2,056	SY	\$ 12.00	\$ 24,672.00
10	1101.25	SAWING PAVEMENT	568	LF	\$ 12.00	\$ 6,816.00
11	1995.00	STABILIZED CONSTRUCTION EXIT	1	EA	\$ 5,000.00	\$ 5,000.00
12	2009.51	CRUSHED ROCK EMBEDMENT	1,417	SY	\$ 8.00	\$ 11,336.00
13	2010.03	CRUSHED ROCK SURFACE COURSE	198	TON	\$ 80.00	\$ 15,840.00
14	9188.50	SURFACING UNDER GUARDRAIL	22	SY	\$ 100.00	\$ 2,200.00
15	3075.42	9" CONCRETE PAVEMENT, CLASS 47B-3500	474	SY	\$ 80.00	\$ 37,920.00
16	3075.46	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	2,123	SY	\$ 85.00	\$ 180,455.00
17	4050.01	EXCAVATION FOR PIPE, PIPE ARCH CULVERTS, AND HEADWALLS	917	CY	\$ 35.00	\$ 32,095.00
18	4107.04	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	1.16	CY	\$ 1,800.00	\$ 2,088.00
19	4157.00	REINFORCING STEEL FOR COLLARS	68	LB	\$ 5.50	\$ 374.00
20	4360.24	24" METAL FLARED-END SECTION	1	EA	\$ 750.00	\$ 750.00

21	4460.24	24" CONCRETE FLARED-END SECTION	2	EA	\$ 1,800.00	\$ 3,600.00
22	4460.48	48" CONCRETE FLARED-END SECTION	1	EA	\$ 4,500.00	\$ 4,500.00
23	7017.00	REMOVE GUARDRAIL	187.5	LF	\$ 12.00	\$ 2,250.00
24	7024.27	GUARDRAIL END TREATMENT, TYPE II	1	EA	\$ 5,500.00	\$ 5,500.00
25	7308.10	REMOVE SIGN	1	EA	\$ 300.00	\$ 300.00
26	7309.90	REMOVE AND REINSTALL SIGN	10	EA	\$ 550.00	\$ 5,500.00
27	7316.12	SWPPP SIGN	1	EA	\$ 550.00	\$ 550.00
28	7495.06	6" WHITE PERMANENT PAVEMENT MARKING PAINT	545	LF	\$ 1.20	\$ 654.00
29	7495.06	6" YELLOW PERMANENT PAVEMENT MARKING PAINT	1,754	LF	\$ 1.20	\$ 2,104.80
30	7495.12	12" YELLOW PERMANENT PAVEMENT MARKING PAINT	34	LF	\$ 2.50	\$ 85.00
31	7495.12	12" WHITE PERMANENT PAVEMENT MARKING PAINT	26	LF	\$ 2.50	\$ 65.00
32	7500.32	ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	4	EA	\$ 750.00	\$ 3,000.00
33	8029.25	FOUNDATION COURSE	3,108	SY	\$ 16.00	\$ 49,728.00
34	9170.00	EARTH SHOULDER CONSTRUCTION	8.6	STA	\$ 1,500.00	\$ 12,900.00
35	9173.20	SUBGRADE PREPARATION	3,108	SY	\$ 3.00	\$ 9,324.00
36	A001.12	PULL BOX, TYPE PB-5	6	EA	\$ 1,050.00	\$ 6,300.00
37	A030.03	SERVICE DISCONNECT (PROVIDED BY CITY, INSTALLED BY CONTRACTOR)	1	EA	\$ 1,250.00	\$ 1,250.00
38		INSTALL LIGHT POLE (POLE PROVIDED BY CITY, INSTALLED BY CONTRACTOR)	5	EA	\$ 2,500.00	\$ 12,500.00
39	A070.08	1 1/2-INCH CONDUIT IN TRENCH	1,547	LF	\$ 11.00	\$ 17,017.00
40	A070.10	1 1/2-INCH CONDUIT UNDER ROADWAY	157	LF	\$ 11.00	\$ 1,727.00
41	A074.12	1 1/2-INCH CONDUIT, JACKED	97	LF	\$ 35.00	\$ 3,395.00
42	A080.22	STREET LIGHTING CABLE, NO. 6 BARE	1,801	LF	\$ 1.10	\$ 1,981.10

43	A080.24	STREET LIGHTING CABLE, NO. 6 USE	3,602	LF	\$ 1.75	\$ 6,303.50
44	L001.02	SEEDING, TYPE B	1.70	AC	\$ 3,000.00	\$ 5,100.00
45	L019.13	EROSION CONTROL, CLASS 1D	8,241	SY	\$ 2.10	\$ 17,306.10
46	L022.11	FABRIC SILT FENCE ' LOW POROSITY'	812	LF	\$ 5.00	\$ 4,060.00
47	P120.24	24" CULVERT PIPE, TYPE 2	257	LF	\$ 125.00	\$ 32,125.00
48	P300.24	24" CULVERT PIPE, TYPE 3, 4 OR 5	25	LF	\$ 200.00	\$ 5,000.00
49	P300.48	48" CULVERT PIPE, TYPE 2	118	LF	\$ 300.00	\$ 35,400.00
<b>TOTAL BID (ITEMS 1-49, INCLUSIVE)</b>					<b>\$</b>	<b>850,987.95</b>

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

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

**ARTICLE 6 – TIME OF COMPLETION**

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

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

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

**Defined Terms**

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

**ARTICLE 8 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

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

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

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

A Partnership

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

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

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

A Corporation

Corporation Name: Gehring Construction and Ready Mix Co., Inc.  
(SEAL)

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

By: Kevin M. Gehring  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Kevin Gehring

Title: Vice President  
(CORPORATE SEAL)

Attest Stephen Anderson

Date of Qualification to do business in [State where Project is located] is 1 / 13 / 1970.

A Joint Venture

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

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

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

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

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

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

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

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

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

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

Bidder's Business Address Gehring Construction and Ready Mix Co., Inc.  
5424 West Meadow Drive  
Columbus, NE 68601

Phone No. 402-910-3701 Fax No. 402-564-4478

E-mail keving@gehringconcrete.com

SUBMITTED on September 28, 2023.

State Contractor License No. 28020. [If applicable]

4. Consideration of an Addendum to the Professional Services Agreement with The Schemmer Associates for Construction Phase Services for the Izaak Walton-Hwy 15 Intersection Improvements Project in the Amount of \$100,652.00 - City Engineer Oneby

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

**Izaak Walton and Hwy 15 Intersection Improvements  
CONSTRUCTION ENGINEERING**

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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 construction engineering services for observation, material sampling, material testing, and management of the paving improvements and associated plan work detailed in the plans entitled “Izaak Walton and Hwy 15 Intersection Improvements” (“Project”).

---

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

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

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

### 3.01 *Commencement*

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

### 3.02 *Time for Completion*

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

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

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

### 4.02 *Payments*

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

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

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

## **ARTICLE 5 – OPINIONS OF COST**

### *5.01 Opinions of Probable Construction Cost*

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

### *5.02 Opinions of Total Project Costs*

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

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### *6.01 Standards of Performance*

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

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

## 6.02 *Use of Documents*

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

### 6.03 *Insurance*

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

### 6.04 *Suspension and Termination*

- A. Suspension.

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

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

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

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for

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

#### 6.05 *Controlling Law*

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

#### 6.06 *Successors, Assigns, and Beneficiaries*

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

#### 6.07 *Dispute Resolution*

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

## 6.08 *Environmental Condition of Site*

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

## 6.09 *Indemnification and Mutual Waiver*

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

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

#### 6.10 *Miscellaneous Provisions*

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

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

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

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

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

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

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### 8.01 *Exhibits Included*

- A. Exhibit A, “Engineer’s Services,” consisting of 3 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: Darin G. Brown

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

Title: CA Group Manager

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

Date: 09-29-2023

Signed: \_\_\_\_\_

Signed:  \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

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

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

## **Engineer's Services**

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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 AND HWY 15 INTERSECTION IMPROVEMENTS**

### **1. INTRODUCTION**

The following Scope of Services for Construction Engineering Services shall include Project Management, Construction Observation, Administration, Staking and Materials Testing. The work shall include but are not limited to; the preconstruction phase, construction phase, construction closeout, coordination with the general contractor, construction observation, SWPPP inspections, as-built plans, final documents, staking, and materials testing.

### **2. ASSUMPTIONS**

- Construction duration is set at 70 calendar day duration.
- Construction inspection is anticipated to average 8 hours per working day with 46 working days anticipated.

### **3. PROJECT DESCRIPTION**

- Paving improvements are planned for Izaak Walton Road and Hwy 15 intersection in Seward, NE. Contract duration is set at 70 calendar days with substantial construction completion by March 1, 2024.

### **4. PRE-CONSTRUCTION PHASE**

The following pre-construction phase tasks will include but are not limited to:

- A. Conduct the pre-construction meeting with the contractor and all stake holders.
- B. Preconstruction photos
- C. Draft and hand out flyers to residents

## **5. CONSTRUCTION PHASE**

The following construction phase tasks will include, but are not limited to:

- A. Establish a procedure for managing, tracking, and storing all relevant documents between the contractor, City, and CE firm.
- B. Mobilize a construction inspection team on site for the duration of the construction activities per paragraph 2. ASSUMPTIONS.
- C. Maintain project field diaries, accurate quantities, files and records.
- D. Construction progress photos
- E. Complete daily report for each day.
- F. Monitor the contractors' activities for compliance with the plans and specifications.
- G. Review work zone traffic control devices each day CE firm is on site.
- H. Review contractor submittals.
- I. Conduct weekly meetings (Construction Progress Meetings) with the contractor. Ten (10) meetings are included in this scope.
- J. Draft change orders as needed. Two (2) change orders are included in this scope.
- K. Review and recommend contractor's pay applications on a monthly basis. Three (3) pay application reviews are included in this scope.
- L. Perform erosion control inspections on a weekly basis. If discrepancies are found, issue non-conformance report to contractor and monitor progress for correction. Sixteen (16) erosion control inspections are included in this scope for a duration from the start of construction to 2 months after final stabilization.
- M. Perform materials testing in accordance with NDOT Materials Sampling Guide
- N. Perform construction staking as listed below. It is assumed any stakes set and impacted by construction activity requiring re-staking will be viewed as additional effort and may result in added effort invoiced.
  - 1. Re-establish control
  - 2. Stake removals
  - 3. Stake limits of construction
  - 4. Stake temporary easement
  - 5. Stake culverts
  - 6. Stake paving
  - 7. Stake lighting system
  - 8. Stake embankment cut / fill limits with offsets.
    - i. Fill slopes will be staked for toe of lean clay at 1:1 from outside shoulder edge
    - ii. Fill slopes will be staked for toe of final embankment as per plans

## **6. CONSTRUCTION CLOSEOUT**

The following construction phase tasks will include but are not limited to:

- A. Conduct a final project walkthrough/inspection.
- B. Prepare and provide to the contractor a punch list of repair items that need to be addressed before project acceptance.
- C. Verify all project work has been completed, inspected and approved.
- D. Prepare as-built plans. As-built plans will be created and submitted in electronic format.

## **7. PROJECT MANAGEMENT**

The following project management tasks will include, but are not limited to:

- A. Review work, communication with contractor / client, and invoicing



**Construction Engineering Services  
Izaak Walton and Hwy 15 Intersection Improvements**

City of Seward  
Project Nos. 09193.001

BREAKDOWN OF COSTS

<b>PROJECT TASK &amp; PERSONNEL CLASSIF</b>	<b>ESTIMATED HOURS</b>	<b>2023 STANDARD RATE</b>	<b>ESTIMATED TOTAL</b>
<b><u>I. Preconstruction Phase</u></b>			
SENIOR ENGINEER	10	\$180.00	\$1,800
PROJECT REPRESENTATIVE	11	\$110.00	\$1,210
FIELD TECHNICIAN II	0	\$100.00	\$0
RLS	0	\$140.00	\$0
CADD TECHNICIAN	0	\$75.00	\$0
2 MAN SURVEY CREW	0	\$180.00	\$0
ADMINISTRATIVE SUPPORT	0	\$75.00	\$0
		<b>TASK TOTAL</b>	<b>\$3,010</b>
<b><u>II. Construction Phase</u></b>			
SENIOR ENGINEER	81	\$180.00	\$14,580
PROJECT REPRESENTATIVE	387	\$110.00	\$42,570
FIELD TECHNICIAN II	15	\$100.00	\$1,500
RLS	12	\$140.00	\$1,680
CADD TECHNICIAN	44	\$75.00	\$3,300
2 MAN SURVEY CREW	128	\$180.00	\$23,040
ADMINISTRATIVE SUPPORT	0	\$75.00	\$0
		<b>TASK TOTAL</b>	<b>\$86,670</b>
<b><u>III. Construction Closeout</u></b>			
SENIOR ENGINEER	12	\$180.00	\$2,160
PROJECT REPRESENTATIVE	17	\$110.00	\$1,870
FIELD TECHNICIAN II	0	\$100.00	\$0
RLS	0	\$140.00	\$0
CADD TECHNICIAN	0	\$75.00	\$0
2 MAN SURVEY CREW	0	\$180.00	\$0
ADMINISTRATIVE SUPPORT	0	\$75.00	\$0
		<b>TASK TOTAL</b>	<b>\$4,030</b>

Continued Next Page

**IV. Project Management**

SENIOR ENGINEER	8	\$180.00	\$1,440
PROJECT REPRESENTATIVE	0	\$110.00	\$0
FIELD TECHNICIAN II	0	\$100.00	\$0
RLS	0	\$140.00	\$0
CADD TECHNICIAN	0	\$75.00	\$0
2 MAN SURVEY CREW	0	\$180.00	\$0
ADMINISTRATIVE SUPPORT	0	\$75.00	\$0
		TASK TOTAL	\$1,440

**Sub-Total**

\$95,150

**REIMBURSABLES**

	No.	Rate (\$)	
Plan Sets	4	\$20.00	\$ 80.00
Mileage	8400	\$ 0.655	\$ 5,502.00
Other			\$ -
Other			\$ -
<b>Sub-Total</b>			<u>\$ 5,502.00</u>

**TOTAL ESTIMATED FEE**

\$ 100,652.00

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

## **Payments to Engineer for Services and Reimbursable Expenses**

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

### **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

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

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

#### *C2.02 Compensation For Reimbursable Expenses*

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

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

### C2.03 *Other Provisions Concerning Payment*

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

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

## **Insurance**

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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).

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

**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 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	<input checked="" type="checkbox"/> 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**

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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**

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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.



5. Consideration of an Ordinance Amending the Municipal Code; Initiating a Sewer Rate Adjustment Increasing Total System Revenues by 15%, Effective with October 2023 Billing - City Administrator Butcher

ORDINANCE NO. 2023-22

AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 15.0% EFFECTIVE WITH THE OCTOBER 2023 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Sections 325-8.1 through 325-8.3 of the Municipal Code shall be amended as follows:

**§325-8.1 Residential rates.**

A. Residential usage for all domestic use only. The bills for the twelve (12) months beginning each April shall be based on an average of the water consumption billed in January, February and March. The sewage charges for a new residential user who has not established an average for the months of January, February and March, or a user who only has sewer and no water usage shall be charged the following usage:

- (1) Single occupancy: 200 cubic feet per month, plus the minimum sewer charge.
- (2) Double or more occupancy: 600 cubic feet per month, plus the minimum sewer charge.
- (3) No water usage - metered: 600 cubic feet per month, plus the minimum sewer charge.

B. The charges are:

- (1) Effective October 2023 billing: customer charge of \$31.40 per meter, plus \$.04232 per cubic foot.

**§325-8.2 General service rates.**

General services rates (formerly commercial) are applied to nonresidential accounts each month.

The charges are:

- A. Effective October 2023 billing: customer charge of \$75.71 per meter, plus \$.04232 per cubic foot.

**§325-8.3 Large general service rates.**

Large general services rates are as follows:

- A. Users contributing above allowed limits of BOD, SS, TKN, or FOG as defined below.

The Charges are:

**(1) Effective October 2023 billing:**

- (a) Minimum charge of \$402.50 per meter; and
- (b) Per cubic foot: \$.0213; and
- (c) Per pound of biochemical oxygen demand (BOD) that is measured to be greater than 200 mg/l: \$0.40; and
- (d) Per pound of suspended solids (SS) that measured to be greater than 220 mg/l: \$0.25.
- (e) Per pound of Total Kjeldahl Nitrogen (TKN) that measured to be greater than 30 mg/l: \$0.50.
- (f) Per pound of Fats Oils and Grease (FOG) that measured to be greater than 100 mg/l: \$0.27.

B. The sewer charges in Subsection A(1)(c) thru (f) above are based on observed wastewater flow from the customer using a suitable continuous recording device for measuring concentrations of biochemical oxygen demand (BOD), suspended solids (SS), Total Kjeldahl Nitrogen (TKN) and Fats Oils and Grease (FOG).

C. If the additional cost associated with industrial general service wastes are not recovered by the large general service rate charges or above surcharges, the City shall have the option to review the effect any user (all classifications) has on the wastewater system and establish adequate charges, if necessary, for the excessive amounts of biochemical oxygen demand, suspended solids or other applicable pollutants.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

Section 3. When operative. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as required by law.

Passed and approved this 3rd day of October, 2023.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

6. Consideration of an Ordinance Amending the Municipal Code; Initiating an Electric Rate Adjustment Increasing Total System Revenues by 3.0%, Effective with October 2023 Billing - City Administrator Butcher

ORDINANCE NO. 2023-23

AN ORDINANCE TO AMEND SECTIONS 237-3.1 THROUGH 237-3.13 OF THE MUNICIPAL CODE; TO INITIATE AN ELECTRIC RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICES FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2023 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 237-3.1 THROUGH 237-3.13; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Sections 237-3.1 through 237-3.13 of the Municipal Code shall be amended as follows:

**§237-3.1. Determination of rates.**

- A. As a tariff of rates based on monthly consumption by each consumer of current from the Electric Distribution System of the City, the following schedule based on meter readings is established.
- B. One meter shall be installed to service one user. If additional buildings are required for a given user, they shall be interconnected by the customer to obtain one meter. If additional meters and services are requested by the customer, each shall be treated as a separate customer. It will be at the City's sole discretion to determine what installation of service is most appropriate and beneficial to the system as a whole, which decision will be based on, but not limited to, proximity, continuity, similarity and compatibility of service. This requirement shall take effect with the kilowatt hour usage from the 1st day of October 2002. Any services metered differently prior to this date will be grand fathered in.
- C. Effective date: October 2023 billing
- D. Rates:
  - (1) Summer rate: The summer rate shall apply to the Customer's use from June Billing through September Billing.
  - (2) Winter rate: The winter rates shall apply to the Customer's use from October Billing through May Billing.
- E. Terms and conditions:
  - (1) Usage may be fractionalized on the actual days of service for application of a change in rate.
  - (2) Service will be furnished under the City's General Terms and conditions.
  - (3) Extensions made for service under this schedule are subject to the provisions of the City's rules governing Extension of Service and Facilities.
  - (4) The rates set forth herein may be increased by the amount of any new or increased governmental tax imposed and levied on

transmission, distribution, production, or the sale of electrical power.

**§237-3.2. Residential Light, Heat and Power (RE).**

- A. Summer period:
  - (1) Customer charge, per month: \$23.43.
  - (2) Plus energy charge of: all kWh, per kWh: \$0.1086.
- B. Winter period:
  - (1) Customer charge, per month: \$23.43.
  - (2) Plus energy charge of: First 700 kWh, per kWh: \$0.1086.
  - (3) Over 700 kWh, per kWh: \$0.0880.
- C. Available: within established City limits.
- D. Applicable: to single-family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter, provided ratings of individual single-phase motors do not exceed five (5) horsepower.
- E. Character of service: AC, 60 cycles, 120/240 volt, three-wire, single-phase.
- F. Small Business in Residential District: any property located in a Residential Zone of the City which conducts a small business inside the home which is legal under the Zoning Ordinance of the City <sup>[1]</sup> shall be considered residential for the purposes of this section, in accordance with the definition in §237-2.8B(1).<sup>[2]</sup>

[1] Editor's Note: See Ch. 410, Zoning and Subdivision.

[2] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 1)

**§237-3.3. Commercial Service (CE).**

- A. Summer period:
  - (1) Customer charge, per month: \$46.35.
  - (2) Plus energy charge of: All kWh, per kWh: \$0.1023.
- B. Winter period:
  - (1) Customer charge, per month: \$46.35.
  - (2) Plus energy charge of: First 1,600 kWh, per kWh: \$0.1023.
  - (3) Over 1,600 kWh, per kWh: \$0.0817.
- C. Available: within established City rate areas.

- D. Applicable: to any customer for lighting, heating, and power purposes where all service is taken through a single meter at one location, and where the Customer's demand does not exceed 49 kW for four consecutive months. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of Service: AC, 60 cycles, 120/240 volts, single-phase; 240 volts, three-phase, three-wire; 120/240, 120/208, volts, or 277/480 volts, three-phase, four-wire; or at any of the City's standard distribution voltages, as available. Customers requiring service at secondary voltages other than that already established by the City shall be required to provide suitable space for location of the City's transformation, metering and associated equipment. Secondary voltage other than that already established shall be provided by special permission only.

**§237-3.4. General Service Demand (GD).**

- A. Summer period:
  - (1) Customer charge, per month: \$127.72.
  - (2) Demand charge: per kW per month of billing demand: \$20.085.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.0685.
- B. Winter period:
  - (1) Customer charge, per month: \$127.72.
  - (2) Demand charge: per kW per month of billing demand: \$17.00.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.0633.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
  - (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
  - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings.
- D. Available: within established City rate areas.
- E. Applicable: to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5<sup>th</sup>) month. (Not applicable to resale, stand-by or auxiliary service.)
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service

may be supplied by a single power transformation.

**§237-3.5. General Service Demand - Low Load Factor (GD-LLF) .**

- A. Summer period:
  - (1) Customer charge, per month: \$127.72.
  - (2) Demand charge: per kW per month of billing demand: \$0.00.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.2148.
- B. Winter period:
  - (1) Customer charge, per month: \$127.72.
  - (2) Demand charge: per kW per month of billing demand: \$0.00.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.2148.
- C. Available: within established City rate areas.
- D. Applicable: an alternate to the GD rate to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months may request to be billed under this rate on the fifth (5<sup>th</sup>) month. (Not applicable to resale, stand-by or auxiliary service.)
- E. Removal from GD-LLF: when a customer requests to be billed on the GD-LLF rate, the customer will be bill on GD-LLF for a minimum of twelve (12) months. After twelve (12) months, the customer can request to be billed on the GD rate and must remain on the GD rate for twelve (12) months before eligible to request to be billed again on the GD-LLF.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

**§237-3.6. Large Power (LP) .**

- A. Summer period:
  - (1) Customer charge, per month: \$190.55.
  - (2) Demand charge: per kW per month of billing demand: \$19.83.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.0530.
- B. Winter period:
  - (1) Customer charge, per month: \$190.55.
  - (2) Demand charge: per kW per month of billing demand: \$16.22.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.0494.

- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
- (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
  - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings of the preceding eleven (11) months.
- D. Available: in the general area served by the City from lines of 35,000 volts or less.
- E. Applicable: to existing customers, or to new customers with demands of 500 kilowatts or more for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.
- G. Power factor adjustment:
- (1) For loads of 500 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense.
  - (2) In the general course of maintenance and replacement of equipment, the City may replace existing demand meters with power factor-capable demand meters, at its option, at which point the customer will be subject to power factor adjustments as defined above.
- H. Economic Development Rate. Available to any Large Power customer that meets ALL the following conditions:
- (1) Provides new or additional load of 1,000 kW or greater on a monthly basis;
  - (2) Has a monthly load factor, calculated by dividing the energy usage by the product of the peak demand and the number of hours in the month, of 60% or greater;
  - (3) The customer has entered into a written service agreement with the City of Seward and the Nebraska Public Power District (NPPD) pursuant to NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule;
  - (4) The customer has entered into an agreement with either the State

of Nebraska or other political subdivision to provide an economic development project under state or local law; and

- (5) The customer has met all other requirements of the Economic Development Rate Schedule.
- (6) Rate:
  - (a) NPPD customer charge, per month: \$500.00.
  - (b) NPPD energy charge of: All kWh, per kWh: \$0.02636.
  - (c) City of Seward customer charge, per month: \$155.00.
  - (d) City of Seward energy charge: All kWh, per kWh: \$0.015.
- (7) The above rate shall apply to both summer and winter periods.
- (8) The Economic Development Rate is subject to change based upon the written service agreement with the City of Seward and NPPD as well as NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule.

**§237-3.7. Rural Residential Light, Heat and Power (NE).**

- A. Summer period:
  - (1) Customer charge, per month: \$35.79.
  - (2) Plus energy charge of: all kWh, per kWh: \$0.1086.
- B. Winter period:
  - (1) Customer Charge, per month: \$35.79.
  - (2) Plus energy charge of:
    - (a) First 900 kWh, per kWh: \$0.1086.
    - (b) Over 900 kWh, per kWh: \$0.0880.
- C. Available: in the territory serviced by the City outside of the corporate limits.
- D. Applicable: to rural residences for domestic and other farm uses which may be served from existing distribution lines and where the total required kVA does not exceed that which may be supplied from a fifty (50) kVA distribution transformer. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of service: AC, 60 cycles, 120/240 volts, single-phase, three-wire.

**§237-3.8. Power cost adjustment (PCA).**

- A. Applicability:

- (1) All electric rates are subject to application of a production cost adjustment. The PCA may be determined from time to time and when approved shall be applied monthly for a period of not more than twelve (12) months. The PCA calculations will be based on the FY projected and actual twelve (12) months includable expenses and the current budget actual and projected sales subject to the PCA. The City may invoke the PCA when unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted.
- (2) At the end of any PCA application period, any under or over collected revenues may be added to the next FY estimate of power costs to determine if another PCA is necessary for the next twelve (12) months or shorter period.

B. Formula for calculating the PCA factor:

- (1) The following formula is used to determine the power cost adjustment charge when it is invoked. The PCA will be calculated to the nearest one-tenth of a \$1.00/MWh or \$0.10/kWh.
- (2) When unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted the PCA formula is:

PCA = (Total Estimated Cost Difference from Budget for Application Period) divided by (Estimated kWh Sales for Application Period)

Where:

Total Estimated Cost Difference = Revise after Budget the Fuel and Purchased Power + Transmission Expense - Budgeted Fuel and Purchased Power + Transmission Expense

Application Period = the number of months (1 to 12) that the PCA will be in force

Estimated kWh sales = Projected kWh retail sales during the Application Period

**§237-3.9 Delinquent bills; notice.**

All bills are delinquent on the fifteenth (15th) day of the month. Thereafter, upon notice to consumer as provided by this Article and by law, and non-payment pursuant to said notice, service shall be discontinued.

**§237-3.10. Rates effective.**

The rates provided herein shall become effective with the billing beginning October 2023 or as determined after review of the annual electric budget.

**§237-3.11. Discrimination prohibited.**

No electric current shall be furnished to any consumer under any other rate

than as provided in this article, and there shall be no discrimination in rates between consumers using equal amounts of current for the same purpose under the same conditions.

**§237-3.12. Service beyond corporate limits.**

The City, by resolution of its Mayor and Council, shall have the power and authority to contract with any person, persons, association or corporation, to sell electric current for light, heat and power purposes beyond its corporate limits when, in the judgment of the Mayor and Council, it is beneficial to the City to do so.

**§237-3.13 Special circumstances.**

No electricity shall be billed to any consumer under any other rate not provided for by this article provided; except that if, in the opinion of the Electric Superintendent and the Treasurer, and after review with the City Administrator, there is a change in the nature of electricity being used, an adjustment to the billings can be made to apply the correct the rate classification(s), or in cases of erroneous or missing load meter data an adjustment to similar usage as the year before, or an average usage may be used, if supporting information is available to make such estimates.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

Section 3. When operative. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as required by law.

Passed and approved this 3rd day of October, 2023.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

7. Consideration of an Ordinance Amending the Comprehensive Pay Plan, Providing for a 3.5% Cost of Living Adjustment for All Pay Lines, Effective October 1, 2023 - City Administrator Butcher

ORDINANCE NO. 2023-24

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.

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

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

2023-2024 SALARY SCHEDULE  
PAY RANGE RATES

<u>POSITION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
(A) CLERICAL (HOURLY)		
Payroll Clerk	20.11	27.17
Utility Billing/Account Clerk	17.86	25.11
Administrative Assistant	17.29	24.36
Admin Assistant - Municipal Bldg	16.38	22.32
Library Assistant II/Social Media/IT	18.49	24.32
Library Assistant I	14.13	16.50
Library Clerk	11.43	14.24
Aging Services Commission Assistant	17.23	24.78
Clubhouse Short Order Cook	14.49	22.77
Golf Shop Seasonal Employee	11.24	13.63
(B) LABOR & TRADES (HOURLY)		
Civic Center Assistant	11.21	13.09
Custodian	14.52	21.63
Electric Line Crew Chief	43.77	54.51
Electric Journeyman Lineman	38.67	52.12
Electric Lineman	38.67	52.12

Electric Seasonal Groundman	21.38	25.21
Meter Maintenance Utility Worker	19.78	26.00
Utilities Locator	19.17	35.86
Assistant Public Properties Director	23.78	29.95
Public Properties Maintenance Worker	16.96	25.06
Street Foreman	25.89	33.48
Street Maintenance Worker III	20.89	27.39
Street Maintenance Worker II	18.63	25.13
Street Maintenance Worker I	18.06	22.58
Burn Site Assistant	11.47	16.47
Recycling Center Worker	11.47	16.47
Facility Maintenance Supervisor	26.89	35.71
WW Treatment/Sanitary System Operator	22.39	29.78
Senior Utility Maintenance Worker II	24.65	33.15
Utility Maintenance Worker II	23.37	32.06
Utility Maintenance Worker I	21.20	28.26
Summer Seasonal Laborer	14.58	15.16
Pool Manager	13.68	16.18
Assistant Pool Manager	11.82	14.02
Swim Program Coordinator	11.52	13.62
Lifeguard	11.21	12.44
Pool Office/Concession Work	11.21	12.44
Water Safety Instructor	11.21	12.44
Water Safety Instructor Aide	7.46	8.09

(C) PUBLIC SAFETY (HOURLY)

Police Sergeant	29.34	38.89
Police Officer II	28.17	34.38
Police Officer I	25.91	32.24
Administrative Secretary/Records Clerk	18.08	24.86
Community Service Officer	15.76	22.30

(D) SUPERVISORY, TECHNICAL & ADMINISTRATIVE (MONTHLY)

City Administrator	10,925	13,186
Chief of Police	7,135	8,906
City Engineer	6,827	9,102
Police Captain	6,209	7,436

Electric Superintendent	8,001	9,991
Public Properties Director	5,826	7,244
City Clerk/Human Resources Director	5,744	7,975
Water/Wastewater Director	5,523	8,207
Street Superintendent	5,700	7,293
Finance Director/Treasurer	7,356	9,419
Library Director	5,052	6,268
Deputy Treasurer	4,852	5,934
Golf Course Grounds Superintendent	4,852	5,658
Building/Zoning/Code Enforcement Director	4,946	6,171
Executive Director Wellness Center	4,852	5,658
Assistant Recreation Director	3,526	5,192
Golf Shop Manager	3,392	4,413
Assistant Library Director	3,384	4,576
Civic Center Manager	3,590	3,979

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

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

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

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

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

Passed and approved this 3rd day of October, 2023.

ATTEST:

THE CITY OF SEWARD, NEBRASKA

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

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

**2023-2024 (EFFECTIVE 1ST FULL PAY PERIOD FOLLOWING OCTOBER 1, 2023)**

POSITION	CLERICAL (HOURLY)								
	1	2	3	4	5	6	7	8	9
PAYROLL CLERK	20.11	20.99	21.87	22.76	23.64	24.52	25.40	26.29	27.17
UTIL BILLING/ACCOUNT CLERK	17.86	18.77	19.68	20.58	21.49	22.39	23.30	24.20	25.11
ADMIN ASSISTANT	17.29	18.18	19.06	19.95	20.83	21.71	22.60	23.48	24.36
ADMIN ASSISTANT - MUNI BUILDING	16.38	17.13	17.87	18.61	19.35	20.10	20.84	21.58	22.32
LIBRARY ASSISTANT II/Social Media/IT	18.49	19.21	19.94	20.67	21.40	22.13	22.86	23.59	24.32
LIBRARY ASSISTANT I	14.13	14.42	14.72	15.02	15.31	15.61	15.91	16.20	16.50
LIBRARY CLERK	11.43	11.78	12.13	12.48	12.83	13.19	13.54	13.89	14.24
AGING SERV. COMM. ASSISTANT	17.23	18.18	19.12	20.06	21.01	21.95	22.89	23.83	24.78
CLUBHOUSE SHORT ORDER COOK	14.49	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.77
GOLF SHOP SEASONAL EMPLOYEE	11.24	11.54	11.84	12.14	12.44	12.73	13.03	13.33	13.63

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
CIVIC CENTER ASSISTANT	11.21	11.44	11.68	11.92	12.15	12.39	12.62	12.86	13.09
CUSTODIAN	14.52	15.41	16.30	17.19	18.08	18.97	19.85	20.74	21.63
ELECTRIC LINE CREW CHIEF	43.77	45.11	46.46	47.80	49.14	50.48	51.83	53.17	54.51
ELECTRIC JOURNEYMAN LINEMAN	38.67	40.49	42.31	44.13	45.95	47.77	49.59	50.11	52.12
ELECTRIC LINEMAN	38.67	40.49	42.31	44.13	45.95	47.77	49.59	50.11	52.12
ELECTRIC SEASONAL GROUNDMAN	21.38	21.86	22.34	22.82	23.30	23.78	24.26	24.73	25.21
METER MAINTENANCE UTILITY WORKER	19.78	20.56	21.33	22.11	22.89	23.67	24.44	25.22	26.00
UTILITIES LOCATOR	19.17	21.26	23.34	25.43	27.52	29.60	31.69	33.78	35.86
ASSIST. PUBLIC PROP. DIRECTOR	23.78	24.56	25.33	26.10	26.87	27.64	28.41	29.18	29.95
PUBLIC PROP. MAINTENANCE WORKER	16.96	17.98	18.99	20.00	21.01	22.02	23.03	24.05	25.06

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
STREET FOREMAN	25.89	26.83	27.78	28.73	29.68	30.63	31.58	32.53	33.48
STREET MAINT. WORKER III	20.89	21.70	22.51	23.32	24.14	24.95	25.76	26.57	27.39
STREET MAINT. WORKER II	18.63	19.44	20.25	21.07	21.88	22.69	23.50	24.32	25.13
STREET MAINT. WORKER I	18.06	18.63	19.19	19.76	20.32	20.89	21.45	22.02	22.58
RECYCLING WORKER	11.47	12.09	12.72	13.34	13.97	14.59	15.22	15.84	16.47
BURN SITE ASSISTANT	11.47	12.09	12.72	13.34	13.97	14.59	15.22	15.84	16.47
FACILITY MAINTENANCE SUPERV	26.89	27.99	29.09	30.20	31.30	32.40	33.50	34.61	35.71
WW TRMT / SANITARY SYS OPER	22.39	23.31	24.23	25.16	26.08	27.01	27.93	28.85	29.78
SENIOR UTIL. MAINT. WORKER II	24.65	25.72	26.78	27.84	28.90	29.96	31.03	32.09	33.15
UTIL MAINT. WORKER II	23.37	24.46	25.54	26.63	27.72	28.80	29.89	30.98	32.06
UTIL MAINT. WORKER I	21.20	22.08	22.96	23.84	24.73	25.61	26.49	27.37	28.26

SUMMER SEASONAL LABORER	14.58	15.16							
POOL MANAGER	13.68	13.99	14.31	14.62	14.93	15.24	15.55	15.87	16.18
ASST. POOL MANAGER	11.82	12.10	12.37	12.65	12.92	13.20	13.47	13.75	14.02
SWIM PROGRAM COORDINATOR	11.52	11.78	12.04	12.31	12.57	12.83	13.10	13.36	13.62
POOL LIFEGUARD	11.21	11.36	11.52	11.67	11.82	11.98	12.13	12.29	12.44
POOL OFFICE/CONCESSIONS	11.21	11.36	11.52	11.67	11.82	11.98	12.13	12.29	12.44
WATER SAFETY INSTR.	11.21	11.36	11.52	11.67	11.82	11.98	12.13	12.29	12.44
WATER SAFETY INSTR. AIDE	7.46	7.54	7.62	7.70	7.78	7.86	7.94	8.01	8.09

**POLICE (HOURLY)**

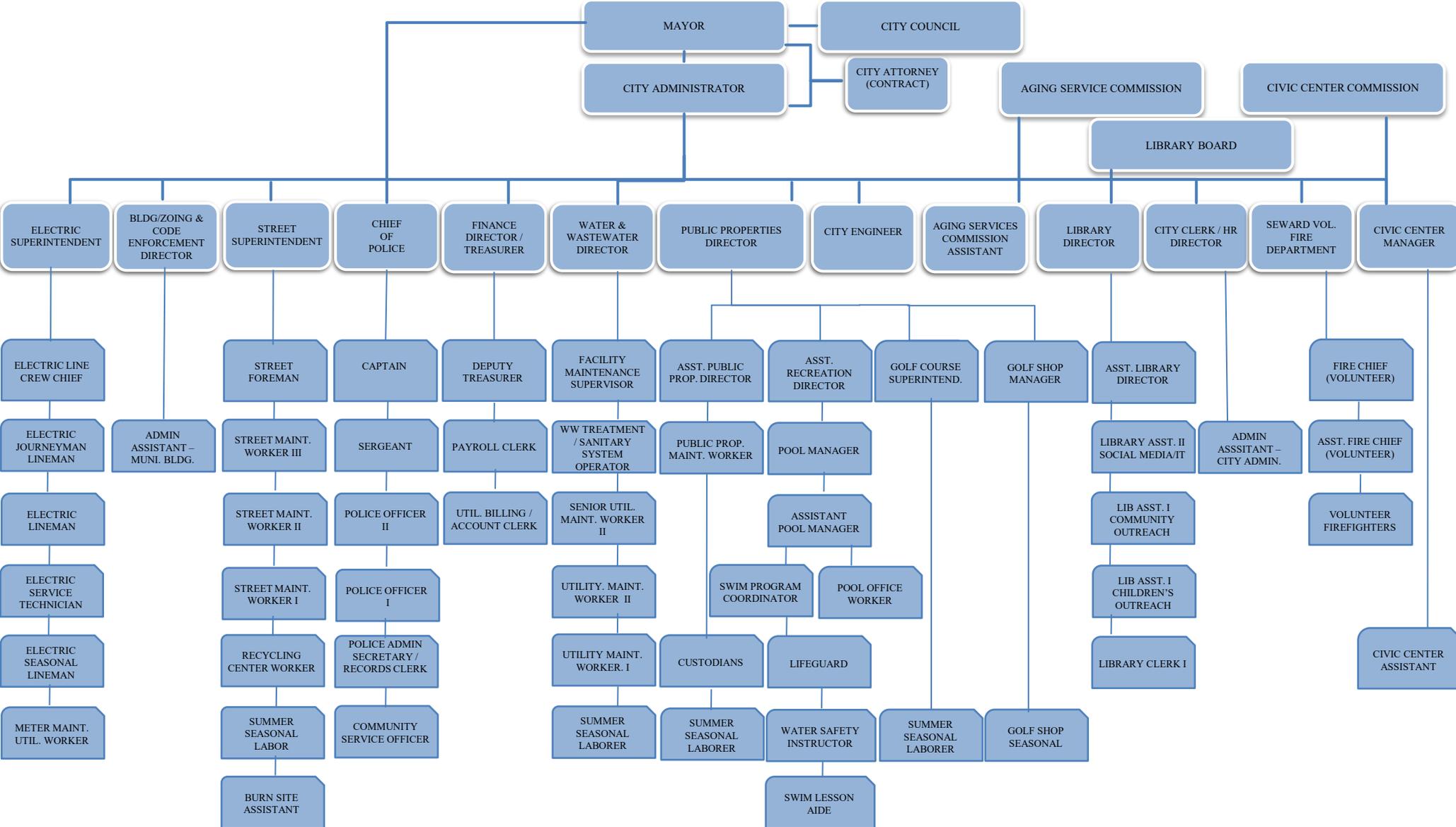
POSITION	1	2	3	4	5	6	7	8	9
POLICE SERGEANT	29.34	30.47	31.60	32.73	33.87	35.00	36.13	37.26	38.39
POLICE OFFICER II	28.17	28.95	29.73	30.50	31.28	32.05	32.83	33.61	34.38
POLICE OFFICER I	25.91	26.70	27.49	28.28	29.07	29.86	30.66	31.45	32.24
ADM/SEC RECORDS CLK PD	18.08	18.93	19.78	20.62	21.47	22.32	23.17	24.01	24.86
COMMUNITY SERVICE OFFICER	15.76	16.58	17.40	18.22	19.03	19.85	20.67	21.49	22.30

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

POSITION	1	2	3	4	5	6	7	8	9
CITY ADMINISTRATOR	10,925	11,208	11,491	11,773	12,056	12,338	12,621	12,903	13,186
CHIEF OF POLICE	7,135	7,357	7,578	7,799	8,021	8,242	8,463	8,685	8,906
CITY ENGINEER	6,827	7,111	7,396	7,680	7,964	8,249	8,533	8,817	9,102
POLICE CAPTAIN	6,209	6,362	6,516	6,669	6,823	6,976	7,130	7,283	7,436
ELECTRIC SUPERINTENDENT	8,001	8,249	8,498	8,747	8,996	9,244	9,493	9,742	9,991
PUBLIC PROPERTIES DIRECTOR	5,826	6,003	6,181	6,358	6,535	6,712	6,889	7,067	7,244
CITY CLERK/HR DIRECTOR	5,744	6,023	6,302	6,581	6,859	7,138	7,417	7,696	7,975
W/WWTW DIRECTOR	5,523	5,858	6,194	6,529	6,865	7,200	7,536	7,871	8,207
STREET SUPERINTENDENT	5,700	5,899	6,098	6,297	6,496	6,695	6,894	7,094	7,293
FINANCE DIRECTOR/TREASURER	7,356	7,614	7,871	8,129	8,387	8,645	8,903	9,161	9,419
LIBRARY DIRECTOR	5,052	5,204	5,356	5,508	5,660	5,812	5,964	6,116	6,268
DEPUTY TREASURER	4,852	4,987	5,122	5,258	5,393	5,528	5,663	5,798	5,934
GOLF COURSE GROUNDS SUPERINTENDENT	4,852	4,953	5,054	5,154	5,255	5,356	5,457	5,558	5,658
BLDG/ZONING/CODE ENFORCEMENT	4,946	5,099	5,252	5,405	5,558	5,712	5,865	6,018	6,171
EXECUTIVE DIRECTOR WELLNESS CENTER	4,852	4,953	5,054	5,154	5,255	5,356	5,457	5,558	5,658
ASSISTANT RECREATION DIRECTOR	3,526	3,734	3,943	4,151	4,359	4,567	4,775	4,983	5,192
GOLF SHOP MANAGER	3,392	3,519	3,647	3,775	3,902	4,030	4,158	4,286	4,413
ASST LIBRARY DIRECTOR	3,384	3,533	3,682	3,831	3,980	4,129	4,278	4,427	4,576
CIVIC CENTER MANAGER	3,590	3,639	3,687	3,736	3,784	3,833	3,882	3,930	3,979

8. Consideration of an Updated Organizational Chart - City Administrator Butcher





**NOTE:** The chain of command for each department may vary slightly from the graphic above. This is merely an attempt to identify each position established in the City of Seward salary schedule.

**Approved  
October 5, 2021**

9. Approval of Audit Engagement Letter with AMGL to Conduct the City's Annual Audit - City Administrator Butcher



September 14, 2023

## CLIENT'S COPY

Honorable Mayor and City Council  
City of Seward  
537 Main St.  
P.O. Box 38  
Seward, NE 69434

We are pleased to confirm our understanding of the services we are to provide for the City of Seward for the year ended September 30, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Seward as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Seward's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Seward's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules

#### SHAREHOLDERS:

Robert D. Almquist  
Phillip D. Maltzahn  
Marcy J. Luth  
Heidi A. Ashby  
Christine R. Shenk  
Michael E. Hoback  
Joseph P. Stump  
Kyle R. Overturf  
Tracy A. Cannon  
Jamie L. Clemans

1203 W 2nd Street  
P.O. Box 1407  
Grand Island, NE 68802  
P 308-381-1810  
F 308-381-4824  
EMAIL [cpa@gicpas.com](mailto:cpa@gicpas.com)

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Seward's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of Expenditures of Federal Awards
2. Combining Financial Statements – Nonmajor Governmental Funds
3. Combining Financial Statements – Component Units

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the

Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Revenue recognition
- 3) Identification of expenditures of Federal awards
- 4) Estimation of TIF receivables and payables

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to

render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Seward's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Seward's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Seward's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes and maintaining the depreciation schedules of the City of Seward in conformity with GAAP and the Uniform Guidance based on information provided by you. We will also assist in preparing the budget of the City of Seward in conformity with the cash basis of accounting based on the information you provide. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, depreciation schedules, and budget services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, related notes, depreciation schedules, budget, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes, depreciation schedule, and budget, and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information are reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the modified and accrual basis of accounting; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written

representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on November 15, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Seward; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of AMGL, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of AMGL P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Marcy J. Luth, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 15, 2023.

This assignment will be undertaken at our regular hourly rates, inclusive of any out-of-pocket expenses. We estimate our fee for the audit will not exceed \$28,700, our fee for the Single Audit will not exceed \$3,300, and our fee for the audit of the Seward Library Foundation will not exceed \$2,000. Billings for our services will be rendered approximately every four weeks, and payment is due within 30 days of the invoice date. This engagement does not include any services not specifically included in this letter. Additional services that you may request will be subject to arrangements made at the time requested.

Please keep in mind that the cost is directly related to the amount of time spent and understand that we will make every effort to keep our time at a minimum while not sacrificing the standard of work that is required to ensure that a meaningful report is issued. We are dedicated to the principle of offering timely, professional services at the lowest possible cost. In that light, please understand that our estimate of cost is based on this philosophy and that if time requirements are less than projected, the cost will be proportionately smaller and vice versa.

Whenever possible, we will utilize your staff to reduce our time and the related cost for services. To maximize the use of our time at your office, we will provide a list of schedules to be prepared and procedures that need to be performed prior to our arrival.

Should we become involved in a regulatory agency investigation or judicial proceeding as a result of this engagement, and are not determined to be liable, you agree to indemnify and hold us

harmless with respect to all expenses, costs, legal fees and charges for the time of our people incurred in connection therewith.

We look forward to providing the services described in this letter, as well as other accounting services agreeable to us both. In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided equitably to both parties by a judge hearing the evidence without a jury. Accordingly, you and we agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or fees.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report is available on the AICPA website.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of Seward. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Seward and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Honorable Mayor and City Council  
City of Seward  
September 14, 2023  
Page 11

Sincerely,

**AMGL, P.C.**



Marcy J. Luth, CPA

ml/dkk/19377

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the City of Seward.

Management signature: \_\_\_\_\_

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

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

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

## CITY ADMINISTRATORS REPORT – 10/3/23

- Monitoring a number of street projects on East Seward/Evergreen (construction), design on East Hillcrest, and drainage near Park Street & Bradford Street (construction).
- Water Tower project underway, 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 Renovation next steps. Working on getting sewer information for restroom remodels and sewer upgrades.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Continued to work with RDG Planning to complete blight study.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups.
- Assisted with onboard new Finance Director/Treasurer Cydnee Golden.
- **Worked extensively on City budget.**
- Attended and presented at the post card tax joint public hearing on September 20<sup>th</sup>.
- Reviewed water and wastewater items for Eaton Drummer Boulevard and the Bradford Stormwater Projects.
- Reviewed payroll items with staff and police department.
- Met with SCCDP and Magical Lights LLC about Illuminate Seward status, and future.
- Attended League of Nebraska Municipalities Conference in Lincoln with Mayor Eickmeier (9/28-9/29).

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

### **Police Department**

- Working to hire Police Officer I.
- Chief and Wiedemeyer to attend POAN (10/1-10/4)
- Annual EVO (Emergency Vehicle Operation) Training

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

- Izaak Walton-Hwy 15 bid opening at 10am on Sept. 28.
- New goal sheets due Oct. 6 & scored goal sheets due Oct. 13 for Employee Evals.
- Collecting the last of the signoffs for the Employee Personal Handbook.
- Advertised position and review to occur 10/13 for police officer opening.

### **Water/Wastewater Department**

- Goals/Performance Reviews.
- Pool winterization and meeting.
- Clean clarifiers.
- 14<sup>th</sup> Street leak by pool.

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

- Work on targets this week.
- Planting trees at the Golf Course.
- Irrigation maintenance.
- Ballfield and mower maintenance.

### **Civic Center**

- Clark/Enerson were here last Monday taking more measurements and photos for renovation.
- Working on Civic Center Rules & Regulations.
- Looking for part-time help.

### **Electric Department**

- Work with contractor on substations and switch out breakers.
- Work on streetlights.

- Ironwood transformer relocation.
- Work on metering.

#### **Street Department**

- Open Chestnut.
- Hot mix patch work.
- Mow R.O.W.

#### **Library**

- Eval meetings with staff all week.
- Eclipse webinar.
- Material ordering.

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

- Seward Apts. TIF & public hearings for Planning Commission on Oct. 9.
- Wellness Center: Civil plans returned for corrections. Sampson Construction submitted building permit. Need to complete the subdivision agreement and submit for approval by City Council.
- Clarified screening and landscaping code with Rega Engineering for Seward apartments. They are near completion of plans for submittal.
- Researching surrounding community ordinances for lots under one acre for stormwater.

#### **Engineering**

- Curb inlets, 36" storm sewer, review 8" sanitary sewer change order and temp easements for Bradford St.
- Box culvert wall top slab (pour next Mon.), temporary easements for Park St.
- Storm sewer at Evergreen, seeding, flumes at Hwy 34, ALLO/Charter/Spectrum/Windstream relocation for E. Seward St. (County)
- Altitude valve/submittal 012 issues, change order #1 for the water tower.
- Izaak Walton & Hwy 15 intersection bid date is Sept. 28.
- Plans for soil surcharge, NDEE approval of storm diversion for WWTP Upgrade.

#### **Finance Dept.**

- Official budget public hearing 9/26 with City Council. Approved budget 9/29 and submitted.
- Received packet from auditors and will start gathering requested items.
- Caselle update.

#### **Seward Wellness Center**

- Normal meetings/communication with equipment vendors.
- Shared the updated cash flow chart with banks to continue looking into the financing options.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION**

**ANNOUNCEMENT OF UPCOMING EVENTS**

**STRATEGY SESSION**

1. Strategy Session with City Attorney for Contract Negotiations Related to the Seward Wellness Center - City Attorney Hoffschneider
2. Strategy Session with City Attorney for Real Estate at the Seward Rail Campus - City Attorney Hoffschneider

**MOTION TO ADJOURN**

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

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

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Derek Bargmann, City Clerk

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Date