



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

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**Tuesday, February 20, 2024**

**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, February 20, 2024, 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. City Codes Director Report

# OPEN Property Maintenance Code Violation Report

					Updated 2-15-2024
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
<b>2024</b>					
520 E Hillcrest	Snow Removal	1/23/2024	Clay Shepherd	Phone Call	1-22-24 CSO Arena contacted the owner regarding snow removal and the rules. 1-23-24 the sidewalk has been cleared.
410 E Seward	Unlicensed recreation vehicles	2/6/2024	Bob Payne Jr	Phone Call	1-23-2024 CSO Arena contacted Bob Payne regarding the unlicensed recreational vehicles and their location. Payne stated he would have them moved in two weeks and place them behind the tree line.
1340 Fairlane	Snow Removal	1/11/2024	Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313	In Person	1-10-24 CSO Arena made contact with the tenant. They will get it taken care of today.
339 E Bek	Snow Removal	1/11/2024	Gerald Gerler 1332 Rainbow Ave Seward, NE	Letter	On 1-10-24 COS Arena left a red tag on the door of the residence. His is waiting to hear back. 1-23-2024 the sidewalk has been cleared.
<b>2023</b>					
824 Hillcrest	Trash	12/6/2023	Patrick Meyer	Phone Call	CSO Arena made contact with the property owner. He stated there was some miscommunication between him and the trash company. CSO Arena updated on 12-6-2023 the trash has been removed.
1603 Eastridge Ave	Bed bug Infestation	1/8/2024	James Wallace	Certified letter	Infestation was reported by a realator who hired Orkin and they confirmed the infestation. Property is up for sale. James resides in Lincoln currently.
416 North 1st	Trash	11/29/2023	Sandy Nuttman		CSO made contact with the tenant and informed him has had until the end of the day to get the trash in a receptical. The tenant said he would get the trash in a receptical and have it removed on Saturday. As of 11-29-2023 in the morning, the trash was not in a receptical. CSO Arena will make contract again.
1130 N 6th Ave	Leaves, Grass, Weeds		George Knisley		CSO Arena inspected the property. He stated it the grass/weeds were maintained, and the amount of leaves were not abnormal. No contact was made to the homeowner.

## OPEN Property Maintenance Code Violation Report

546 North Ave	Landscaping height in sight triangle	11/6/2023	Samantha Fitzpatrick	Phone Call	CSO Arena made contact with the landowner. She stated she has contacted Andrew Schluter to address the issue. As of 11-6-2023 the issue as been resolved.
149 N 1st	Grass/Weeds	9/19/2023	Steve Butler/Tison Dixon		
429 S Columbia	Weeds	7/8/2023	Christopher Yates 8630 Oakmont Dr Lincoln, NE 68526	Certified letter, Posted notice on property	Certified Letter mailed to last known address. City has mowed previously and invoice went uncollected and turned over to collections. CSO Arena will post 5 day mowing nuisance letter.
437 S 6th Street	Weeds, trash, litter	7/4/2023	Verlin Miller	In Person to tenant/Certified Mail	CSO Arena spoke with the tenants. Mr. Miller spoke with CSO Arena in response to the letter. The propoerty was mowed and cleared of weeds and brush, debris was removed.
406 N 7th St	Weeds	7/4/2023	Wess & Shannon Robotham	Posted/Certified Mail	CSO Arena posted the notice of violations
545 N 6th	Weeds	7/20/2023	Mark Smith	Posted/Certified Mail	Codes Dir. Dworak verified site was mowed.
		7/4/2023			Joe Smith (son) called, Mark is ill so Joe will mow and clear brush this week by Thursday 7-13
					CSO Arena posted the notice of violations
937 Elm St	Weeds and Litter	7/4/2023	Kelvin and Theresa Bick	In Person/Certified Mail	Sherdon called the office needing an extension, CSO Arena will inspect the property Tuesday 7-11 for progress.
					CSO Arena made contact with Kelvin, property owner, and informed him of the violations.
923 Elm St	Weeds and Litter	7/4/2023	Sherdon Bick	Posted/Certified Mail	CSO Arena made contact with the son Kelvin who resides at the residence.
530 N 5th St	Trash, litter, junk, weeds	7/11/2023	Jeremy & Nicole Martin	Phone Call/Posted/Cert ified Mail	CSO Arena verified site was cleaned and mowed
		7/4/2023			Jeremy called the office and requested an extension until Tuesday 7-11, CSO Arena will verify completion Tuesday
					CSO Arena made contact via phone with Jeremy Martin. He is aware of the situation. He is out of town till the 3rd.
434 S 2nd	Junk in the yard, travel trailers with doors open and windows knocked out	12/7/2023	Stephen Storjohn	Phone conversation with Becky Paulsen	Becky informed city staff that she is working with Steve the weekend of 1-13-24 to clean up the front yard at a minimum and get all the junk out of the ROW.

## OPEN Property Maintenance Code Violation Report

		8/8/2023		Becky Paulsen vist to our office	Becky Paulsen, County Zoning, Stopped by to let us know Steve reached out to her for help to clean up his property. One car was removed, a second car will be removed week of 12-11. After the car is removed a dumpster will be brought in and they will concentrate on clean up of the right-of-way. Becky has reached out to local organizations for labor help to with the clean up.
		7/11/2023		Posted/Certified Mail	CSO Arena cited Storjohn. Storjohn missed his court date. He was arrested are released. Hearing date of September 20th was set. 9-11-23 received a phone call from Chief Peters that the County Attorney will not be prosecuting Storjohn any longer. As of October 9, 2023, CSO Arena has sent all documentation regarding the Storjohn Property to City Attorney Hoffschneider for possible prosecution.
		6/20/2023			Staff met with City Attorney Hoffschneider Tuesday 7-11. Wishes to wait to see outcome of the August 8 hearing. CSO Arena and an SPD Officer will issue a nuisance citation every Firday.
					Staff met with the County Attorney to begin prosecution of a nuisance violation and to begin abatement. County Attorney suggested we meet with the City Attorney to start civil proceedings. Meeting Tuesday 7-11.

**CURRENT YEAR: January 2024**

**LAST YEAR: January 2023**

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 4,620.40	\$ 633,339.20
REMODEL/ADDIT.	4	\$ 323.30	\$ 60,096.07
ACCESSORY	7	\$ 125.80	\$ 10,192.00
RELOCATE	1	\$ 50.00	\$ 38,755.98
ELECTRIC			
PLUMBING	8	\$ 550.00	
MECHANICAL	6	\$ 625.00	
SEWER TAP	2	\$ 500.00	
TEMP. WATER	2	\$ 240.00	
WATER TAP	2	\$ 1,676.00	
TEMP. ELEC.	2	\$ 100.00	
ELECTRIC SER.	2	\$ 400.00	
<b>TOTALS</b>	<b>38</b>	<b>\$ 9,210.50</b>	<b>\$ 742,383.25</b>

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	20	\$ 2,514.25	\$ 675,278.18
ACCESSORY	8	\$ 183.70	\$ 39,664.00
RELOCATE	46	\$ 3,213.00	\$ 973,929.64
ELECTRIC			
PLUMBING	8	\$ 925.00	\$ -
MECHANICAL	11	\$ 10,011.00	\$ -
SEWER TAP	0	\$ -	\$ -
TEMP. WATER			
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
<b>TOTALS</b>	<b>93</b>	<b>\$ 16,846.95</b>	<b>\$ 1,688,871.82</b>

**YEAR TO DATE January to December 2024**

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2. City Treasurer Report
3. Claims & Payables Reports

CLAIMS LIST

2-20-24

COUNCIL MEETING

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

ADE	OP	385.00
AKRS Equipment Inc	RE	393.19
Aldrich Melvin L	MC	75.00
All Copy Products Inc	MA	45.61
All Road Barricades Inc	SU	277.72
Allegiant Utility Service	FA	250.21
ALLO	SE	336.06
Almquist Maltzahn Gallowa	SE	33,500.00
Amazon Business	SU	3,135.15
Awards Unlimited Inc	SE	15.00
Badger Meter	SE	234.11
Baker & Taylor	SU	3,787.38
Barco Municipal Products	SU	3,570.00
Bizco Technologies	IT	1,974.96
Black Hills Energy	UT	2,898.74
Bohac Delayne	MC	75.00
Border States Industries	IV	2,567.10
Capital Business-Cheyenne	MA	9.89
City Seward Library Petty	PO	146.86
City Seward Merchant Serv	SE	3,106.55
City Seward Payroll Accou	SA	202,401.16
City Seward Perpetual Fd	SL	750.00
Clark Enersen Partners	FA	68,657.54
Consolidated Management	ML	202.00
Constellation Newenergy	UT	1,818.28
Cornhusker International	RE	388.62
Ditch Witch Undercon	RE	416.58
Eakes Office Solutions	SU	109.04
Electronic Contracting Co	BU	321.00
Farmers Coop Seward	GS	8,386.01
Fast Mart	GS	73.76
Fastenal Company	SU	289.43
Galls LLC	UN	1,066.07
GPM	SU	123.00
Grainger Inc	EQ	912.61
Graybar	IV	1,978.61
Great Plains Communicatio	SE	490.00
Gremel Doug/Vikki	MC	75.00
Gremel Joe/Marissa	MC	75.00
HDR Engineering Inc	FA	10,504.01
Heard Arcullous	MI	343.04
Helmink Printing/Grph Inc	SU	527.00
Herpolscheimer's Inc	RE	328.00
Hoffschneider Law PC LLO	SE	5,500.00
Home Depot Pro	SU	99.09

Human Factor Research GRP	SU	543.11
Husker Electric Supply Co	SU	156.97
Hydraulic Equipment	RE	142.30
Jank Jonathan	MC	75.00
Javorsky Tim	SE	125.00
JEO Consulting Group	SE	4,355.00
Kahl Nancy	MC	400.00
Keichel Fine Art	SE	3,500.00
Last Mile Network Consult	IT	90.00
Lee's Refrigeration	BU	70.00
Lincoln Tree Service Inc	SE	24,500.00
Litty Stan	MC	75.00
Martens Karen	MC	75.00
Mcmaster-Carr	SU	288.22
Memorial Health-Drug	SE	315.00
Menards North	BU	157.04
Merle's Garden Center	RE	47.05
Mid-American Benefits Inc	BE	741.07
Midwest Auto Parts	RE	532.32
Midwest Automotive Inc	RE	792.40
Midwest Laboratories Inc	OP	2,960.57
Midwest Service & Sales	SU	763.50
Morrow & Associates Inc	SE	1,034.32
Municipal Supply Omaha	IV	1,222.24
Nebraska Dept Env/Energy	MS	40.00
Nebraska Pub Pow-Desmoine	UT	572,276.18
Nebraska Treasurer	OP	37.82
Norris Public Power Distr	UT	1,894.46
Novak Stephen	MC	75.00
Odeys Inc	GU	11,952.00
Olsson	SE	341.13
One Call Concepts Inc	SE	45.82
O'Reilly Automotive Inc	SU	634.48
Pac 'N' Save Discount Foo	ML	5,747.32
Pankoke Rolloff	SE	457.67
Paper Tiger Shredding	SE	70.00
Payne Sherri	MI	5.36
Phillips Jarod	RI	28.14
Piitz Lonnie	SE	160.00
Quill Corp	SU	75.35
Rausch Christina	MC	50.00
Reamer Roger	MC	600.00
RESCO	FA	19,992.78
Riverside Portables LLC	SE	122.00
Sampson Construction Co	BU	8,453.76
Schemmer Architects Engin	CI	36,940.36
Seward Arts Council	TR	10,000.00
Seward Co Clerk/Register	PU	2.50
Seward County Independent	PU	282.96
Seward County Treasurer	SE	23,507.08
Seward Lumber & Home Cent	SU	974.61
Seward Public Schools	MC	43.64
Seward Wind LLC	UT	15,570.58
Steinhausen Gene	MC	75.00
Suhr & Lichty Insurance A	MS	128.00
Summit Fire Protection	BU	235.00

Titan Machinery	RE		1,227.93
Tractor Supply	SU		1,155.97
Transunion Risk	MC		75.00
Truck Center Companies	RE		1,766.47
Ty's Outdoor Power & Serv	RE		106.56
Verizon Wireless	SE		415.36
Visa - Pinnacle Bank			1,296.85
Amazon	SU	27.50	
ASCAP	MS	434.00	
Broadcast Music	MS	435.00	
Nextlink	SE	230.00	
Sam's Club	SU	59.84	
Techsoup	SE	9.58	
Walmart	SU	84.94	
Zoom	MS	15.99	
Voehl Cindy	MI		16.75
White Castle Roofing	BU		2,800.00
Windstream Nebraska Inc	SE		1,831.73
York Equipment	RE		92.48
Zwick Maurice	MC		75.00
	CLAIMS TOTAL		\$1,127,258.59

#### 4. Police Department Report



*City of Seward*  
**Police Department**  
Chief Brian W. Peters

**Monthly Statistics**  
\_\_\_\_\_ 20 \_\_\_\_\_

Service Calls	
Accidents	
Arrests	
Citations	
Warnings	
Parking Tickets	

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

5. Draft Minutes of February 6, 2024, City Council Meeting

**February 6, 2024**

The Seward City Council met at 7:00 p.m. on Tuesday, February 6, 2024, 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, John Singleton, Rich Wergin, Jonathon Wilken. Councilmembers Absent: Karl Miller, Matt Stryson, Tatum Tonniges. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Water/Wastewater Director Brandon Koll, Finance Director Cydnee Golden, Public Properties Director Bob Core, Building/Zoning & Code Enf. Director Tim Dworak, Wellness Center Executive Director Joel Brase, and Chief of Police Brian Peters.

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

**CONSENT AGENDA CONSIDERATION ITEMS**

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

1. Claims & Payables Report (totaling \$2,011,454.70)
2. Refuse Hauler's Annual License Renewal
3. Draft Minutes of January 16, 2024, City Council Meeting.
4. Mayor Appointments to Boards and Commissions:
  - a. Re-Appoint Molly Bargmann to the Parks & Recreation Board for a 3-Year Term

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

**ADMINISTRATIVE ITEMS**

**1. PRESENTATION AND ACCEPTANCE OF THE 2022/2023 ANNUAL AUDIT**

Marcy Luth—representative of AMGL, PC—presented the audit for the year ending September 30, 2023. Though some improvements were suggested, she opined that the City remains in good financial standing for the near- and long-term needs of the community. No questions were presented from the Council.

Councilmember Singleton moved, seconded by Councilmember Kahler, to accept the 2022/2023 annual audit as prepared and presented by AMGL, PC.

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

**2. UPDATE AND DISCUSSION ON LEGION BASEBALL AND SOFTBALL FIELDS TURF PROJECT**

Brock Anderson—Head Baseball Coach at Seward High School and member of the Plum Creek Turf Committee—was present to discuss the proposed project. Essentially the Committee is proposing improvements to the Plum Creek fields to better serve the community, Seward High School, and Concordia University. Some improvements suggested are turfed infields, turfed batting cages, portable mounds, more bases to serve all users, and temporary fencing to accommodate different age levels. The Committee is hoping to raise at least \$1 million to achieve this goal. One suggestion to raise funds would be the sale of naming rights to Memorial Field, which was dedicated to veterans. The Committee has approached the VFW and Legion and they are supportive of granting naming rights. It was noted the ballpark would remain a memorial designation such as '\_\_\_\_ Field at Veteran's Park'. Mr. Anderson further noted that the City's contribution would be in assisting in some dirt work as well as grant applications for funding. It is hoped that improvements to these fields will catalyze improvements to other facilities.

City Administrator Butcher noted that the Parks & Recreation Board approved the recommendation to grant naming rights to the fields if they were willing to donate at a determined threshold. Further, he noted that if any name change is proposed for a field that Council will first be presented and allowed to approve or disapprove.

**A. CONSIDERATION FOR PERMISSION TO GRANT NAMING RIGHTS AT MEMORIAL FIELD**

Councilmember Kolterman moved, seconded by Councilmember Singleton, to allow permission for naming rights at Memorial Field should a significant donor emerge.

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

**3. CONSIDERATION OF A RESOLUTION TO AMEND GOLF FEES EFFECTIVE FOR 2024 SEASON**

Public Properties Director Core noted that he, along with the Golf Shop Manager, reviewed market rates of

**February 6, 2024**

competitors and operating costs in preparation for the 2024 season. It was determined that a slight increase in daily green and cart use fees be considered. The Parks and Recreation Board considered these changes and approved the recommendation at their recent meeting.

Councilmember Wergin introduced **Resolution 2024-2**, to establish fees for the 2024 Seward Community Golf Course Season and add to the established master fees schedule. Councilmember Wilken moved, seconded by Councilmember Singleton, to approve Resolution 2024-2.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

4. CONSIDERATION OF AN ORDINANCE TO CREATE A 'CLUBHOUSE BARTENDER' POSITION AND TO REVISE THE LIBRARY ASSISTANT II JOB TITLE

Due to a lack of super-majority to dispense with the statutory rule of three readings, consideration of this item was tabled to the next meeting.

5. CONSIDERATION OF A RESOLUTION TO DESIGNATE A PRIVATE DRIVE LOCATED TO SOUTH OF E SEWARD STREET, BETWEEN S COLUMBIA AVE AND PLUM CREEK LANE, AS 'WATTIER LANE'

Building/Zoning & Code Enf. Director Dworak identified this item was brought forth when the property owner asked about addressing a structure. It was determined in review that the property was filed incorrectly with Seward County as City right-of-way a long time ago. It was suggested the City designate the drive as 'private' to alleviate the error and relieve the City of any perceived maintenance obligations.

Mr. Dworak continued that all addresses affected by the establishment of 'Wattier Lane' would be notified of the address change with emergency services and the United States Postal Service (USPS) notified as well. 'Wattier Lane' will be designated with blue signage to identify its status as a private lane.

Councilmember Kolterman introduced **Resolution 2024-3**, to establish 'Wattier Lane' as a private drive and establish signage denoting such. Councilmember Wergin moved, seconded by Councilmember Wilken, to approve Resolution 2024-3.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

6. CONSIDERATION OF A CONSTRUCTION CONTRACT TO K2 CONSTRUCTION FOR THE 6<sup>TH</sup> STREET – ASH TO LINCOLN STREET WATER MAIN REPLACEMENT PROJECT IN THE AMOUNT OF \$1,607,243.50

At the January 16<sup>th</sup> Council Meeting, K2 Construction was awarded the project; therefore, the contract presented would officially begin the project. It is expected the project will begin the following week.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to approve a construction contract with K2 Construction for the 6<sup>th</sup> Street – Ash to Lincoln Street Water Main Replacement Project in the amount of \$1,607,243.50.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

7. CONSIDERATION OF AMENDMENT #1 TO A PROFESSIONAL SERVICES AGREEMENT WITH THE SCHEMMER ASSOCIATES FOR THE WORTHMAN BLVD EXTENSION PROJECT IN THE AMOUNT OF \$24,150

City Engineer Oneby noted this amendment would amend the surveying scope to include the properties directly west of PetSource (Lots 3,4,5) to the campus boundary and to allow for the design of a detention basin.

Councilmember Kolterman moved, seconded by Councilmember Wergin, to approve Amendment #1 to a professional services agreement with The Schemmer Associates for the Worthman Blvd Extension Project in the amount of \$24,150.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

8. CONSIDERATION OF A RESOLUTION TO DESIGNATE CITY ITEMS AS SURPLUS

Councilmember Wergin introduced **Resolution 2024-4**, to designate City items as surplus. Councilmember Kolterman moved, seconded by Councilmember Kahler, to approve Resolution 2024-4.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

**February 6, 2024**

**9. ITEMS RELATED TO CITY UTILITY RATES:**

Mr. Butcher noted that the proposed fees from item 'a' had never been formally established as per the research of City Administration. With establishment, they would become effective immediately.

**A. CONSIDERATION OF A RESOLUTION TO ESTABLISH A FEE FOR SLUDGE, AND BULK WATER PURCHASE**

Councilmember Kolterman introduced **Resolution 2024-5**, to establish sludge and bulk water purchase fees and add to the established master fees schedule. Councilmember Wergin moved, seconded by Councilmember Wilken, to approve Resolution 2024-5.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

**B. CONSIDERATION OF AN ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING AN ELECTRIC RATE ADJUSTMENT TO THE 'ECONOMIC DEVELOPMENT RATE' EFFECTIVE WITH FEBRUARY 2024 BILLING**

Due to a lack of super-majority to dispense with the statutory rule of three readings, consideration of this item was tabled to the next meeting.

**10. DISCUSS CLAIMS PRESENTED FOR MAILBOX DAMAGE FOLLOWING SNOW REMOVAL FROM STREETS**

Mr. Butcher relayed that in the removal of snow from the snowstorms in January some mailboxes had been damaged. He described how these claims usually are less than the City's insurance deductible claim, so the City has primarily paid out of pocket. Previous procedure has been that the affected property owner submits a claim, the Street Superintendent verifies it was damaged by City equipment, and the Council sets a flat fee to pay the claimant.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to approve all claims presented and to pay at a flat rate of \$75 per approved claimant.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

**11. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH NEILAN STRATEGY GROUP FOR A FEE OF \$10,000; RELATED TO PROPOSED LB 1205 LEGISLATION**

In response to recently a submitted bill (LB 1205) by Nebraska Senator Jana Hughes, the City could receive funding up to \$20 million to fund the wastewater treatment facility construction project. Mr. Butcher noted that the proposed agreement would allow for a strategy to be developed to advocate approval with the members of the Unicameral. He opines that the fee is minimal compared to the potential impact it could have on ratepayers in the City. LB 1205 will have a hearing date of February 21, 2024.

Councilmember Kolterman moved, seconded by Councilmember Wergin, to approve a professional services agreement with Neilan Strategy Group for a fee of \$10,000 related to proposed LB 1205 legislation.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

**12. UPDATE ON THE WELLNESS CENTER**

Executive Director Brase identified the footings in the gym had been poured with the metal structure to begin installation soon. Moreover, the City was working on submission of a CCCFF grant which is due February 15<sup>th</sup>.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Wergin moved, seconded by Councilmember Kahler, that the City Administrator's report of February 6, 2024, be accepted.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

**STRATEGY SESSION**

**1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING LITIGATION STRATEGY**

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, Police Chief Peters, and the City Clerk for the protection of the public interest and to discuss litigation strategy with the City Attorney for a period not to exceed 30 minutes.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

**February 6, 2024**

Mayor Eickmeier stated the Council has voted to go into closed session at 7:56 p.m. for the protection of the public interest and to discuss litigation strategy with the City Attorney.

At 8:02 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Singleton, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the closed session.

**2. STRATEGY SESSION WITH CITY ATTORNEY'S REPRESENTATIVE REGARDING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS**

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, and the 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, Singleton, Wergin, Wilken.

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 8:03 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 8:15 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Singleton, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the closed session.

**MOTION TO ADJOURN**

Councilmember Wergin moved, seconded by Councilmember Kahler, that the February 6, 2024, City Council Meeting be adjourned.

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

Nay: None. Absent: Miller, Stryson, Tonniges. Motion carried.

Adjourned approximately 8:15 p.m.

THE CITY OF SEWARD, NEBRASKA

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

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

**PUBLIC HEARINGS**

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

City of Seward Planning Commission  
142 N 7<sup>th</sup> St, Seward, NE 68434

Staff Report  
Tim Dworak, Building/Zoning &  
Code Enforcement Director  
402-643-2928 opt 3 opt 1

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**APPLICATION TYPE**

**FINAL ACTION?**

**DEVELOPER/OWNER**

Major Subdivision Application

Thomas Kayton/Dallas Baker

**PC HEARING DATE**

**RELATED APPLICATIONS**

**PROPERTY ADDRESS, ZONING DISTRICT/USE**

February 12, 2024

1380 Redwood Rd, I-1/R-1, Commercial/Residential

**ADJACENT ZONING DISTRICTS/USE:**

North, I-1, Industrial – City of Seward

East, R-1, Residential – Mark & Laurie Rolfsmeyer

South, I-1/R-1, Commercial/Residential – Cross Makers, Kevin Becker, Jon & Judy Wilcox

West, I-1, Agricultural – Schulz Properties LLC

**BRIEF SUMMARY OF REQUEST:**

A Major Subdivision preliminary and final plat review of Redwood Subdivision. This subdivision is for the purpose of creating access to a landlocked parcel of land.



**APPLICATION CONTACT**

City of Seward

**COMPATIBILITY WITH THE COMPREHENSIVE PLAN**

Use type matches the comprehensive plan

**ANALYSIS**

This is a Major Subdivision application to create an access drive to a parcel of land to the north of these lots that is currently landlocked. The lots owned by the City of Seward have no access from the north or the Rail Campus because of Worthmann Creek running along the north property boundary. The City of Seward wishes to sell the lots and has worked with the property owners to develop a plan that allows access and that works for all parties involved.

The original plat had a parcel that was undevelopable due to flood plain and contours that couldn't be built upon and was thus an unusable lot. The creation of two lots divides that parcel adding that land to the bookend properties to allow for greater development options for those owners.

In accordance with ULDO Article 38 Subdivision Approvals and Procedures the Major Subdivision Procedure is implemented here for the purpose of the lots that have differing owners and original plats. The platted lots meet the minimum requirements for lots in an I-1 and R-1 zones. The residential property is served by City utilities streets. At this time no development is planned for the west lot.

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

**APPROXIMATE LAND AREA:**

1.06 acres or 46173.6 square feet +/-

**LEGAL DESCRIPTION:**

LOTS 1 AND 2, TWIN OAKS DEVELOPMENT FIFTH ADDITION AND LOT 1, TWIN OAKS DEVELOPMENT 3<sup>RD</sup> ADDITION, ALL IN THE CITY OF SEWARD, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE SIXTH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, TWIN OAKS DEVELOPMENT FIFTH ADDITION; THENCE S89°31'26"E (ASSUMED BEARING) ON THE NORTH LINE OF LOTS 1 AND 2 OF SAID TWIN OAKS DEVELOPMENT 5TH ADDITION AND THE NORTH LINE OF LOT 1, TWIN OAKS DEVELOPMENT 3RD ADDITION, A DISTANCE OF 354.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°14'02"W ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 138.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 1, ON A 60.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 6.00 FEET, THE CHORD OF SAID CURVE BEARS N76°22'09"W, A DISTANCE OF 6.00 FEET; THENCE CONTINUING WESTERLY ON SAID SOUTH LINE, ON A 180.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 50.50 FEET, THE CHORD OF SAID CURVE BEARS N81°49'42"W, A DISTANCE OF 50.33 FEET; THENCE N89°30'47"W CONTINUING ON SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 299.33 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N00°19'42"E ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING, CONTAINING 1.06 ACRES, MORE OR LESS.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



City of Seward Planning Commission  
Major Subdivision Application

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

Date: Preliminary Plat Fee: + \$40 per Lot: + Notification Fee: = Amount Due:

Owner/Developer: Address:

Email: Phone:

Legal Description: Subdivision:

Project Engineer: Number of Lots:

Present Zoning: Requested Zoning:

Within City Limits	Yes	No	NA
Adjacent to City Limits	Yes	No	NA
Within 2 Mile Area	Yes	No	NA
Annexation Requested	Yes	No	NA
Subdivision Agreement Submitted	Yes	No	NA
Performance Bond Required	Yes	No	NA

Signed by Developer: City Initiated - Providing access to lots 8 & 9 Seward Rail Campus 1st Corrected PUD

Preliminary Plat Review

Staff Review

Electric Dept

Street Dept

Police Dept

Park/Rec Dept

Agency Review

Cable TV

Gas Co

Phone Co

School Board

County P.C.

Final Plat Fee: + \$10 per Lot: + Filing Fee: = Amount Due:

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

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

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

Total Amount Due:

Date Action Taken: Planning Commission City Council



800231465

800040546

800231455

800231450

800231460

800228160

800228155

800040996

800040988

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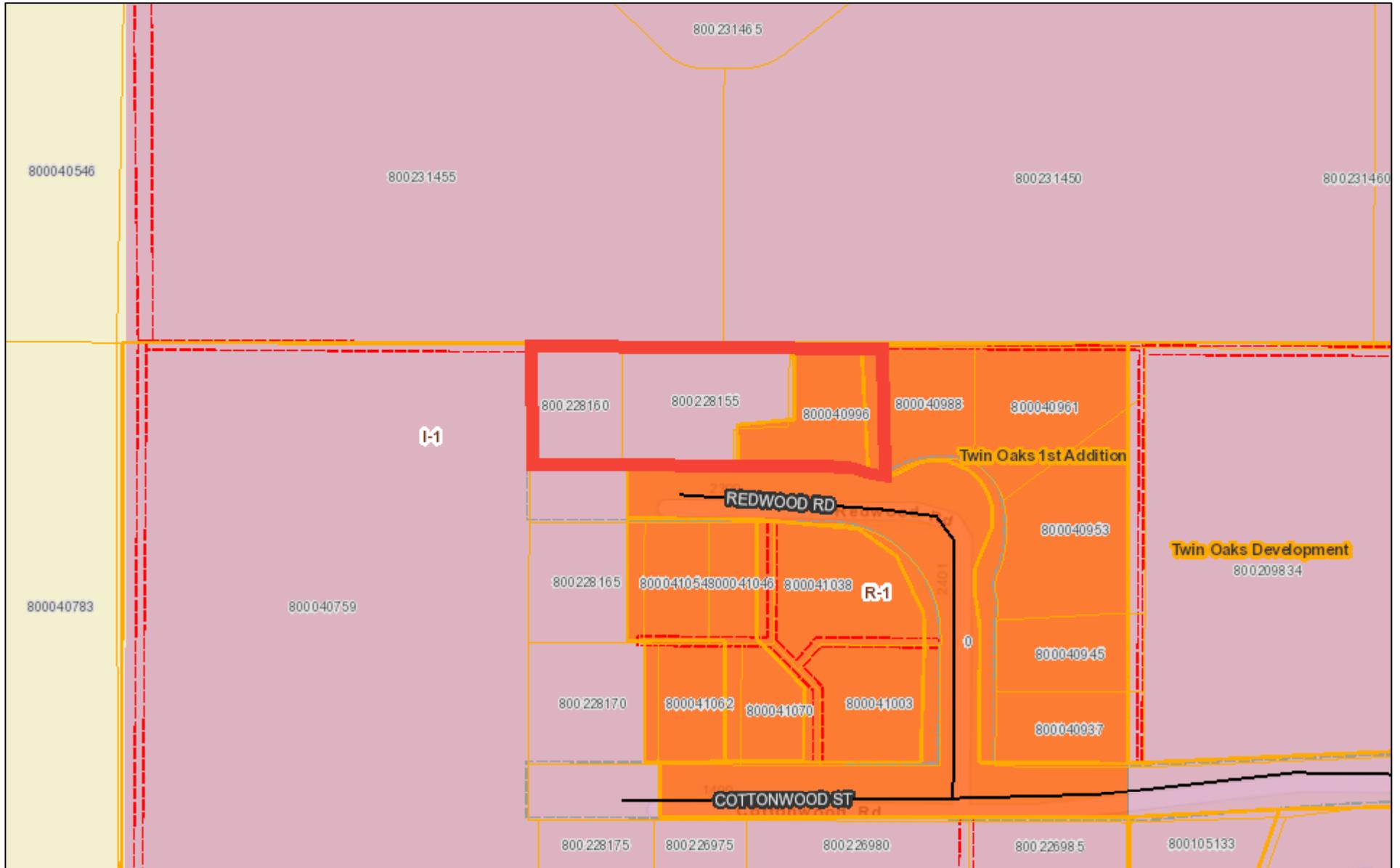
800041062

800041070

800041003

800040945

800040937



February 8, 2024  
07:05 AM

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

1:2,373

**Sidewalks**

— ADA Sidewalk

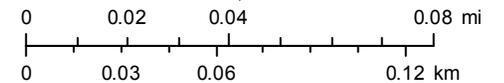
— Deficient Sidewalk

— Missing Sidewalk

— Streets

— Parcels

— Subdivisions

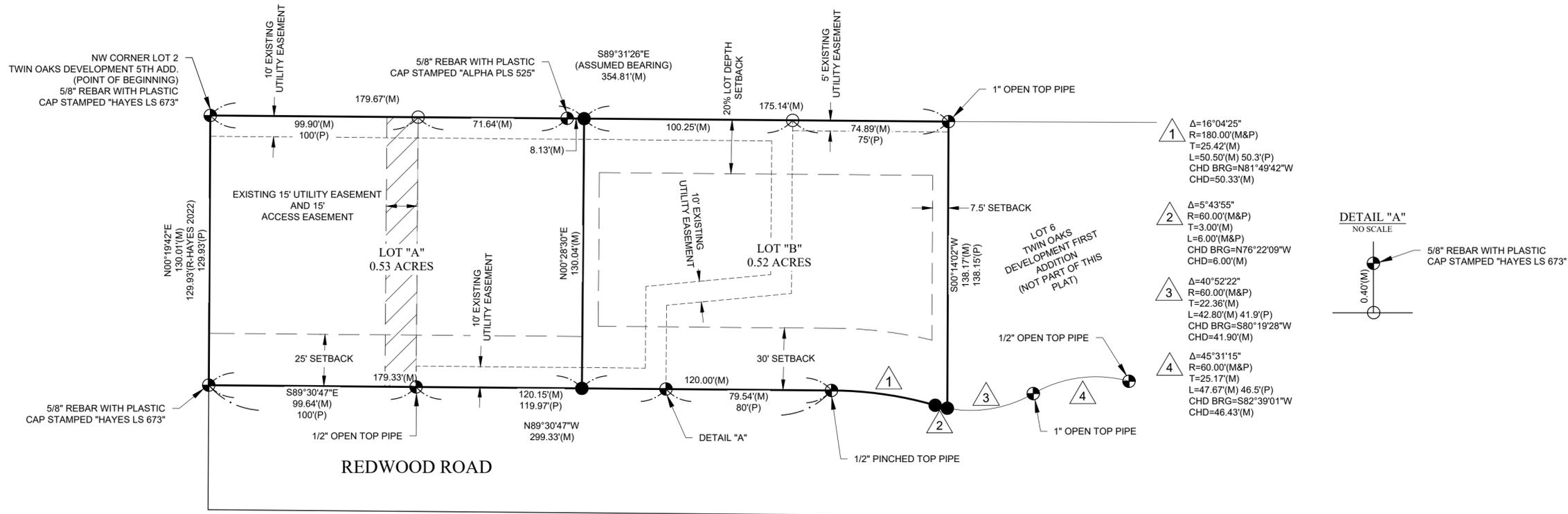




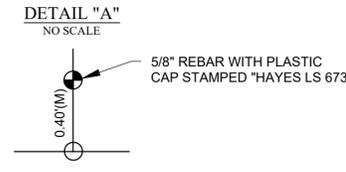
# FINAL PLAT

## REDWOOD SUBDIVISION

### A REPLAT OF LOT 1 TWIN OAKS DEVELOPMENT 3RD ADDITION AND LOTS 1 AND 2, TWIN OAKS DEVELOPMENT 5TH ADDITION CITY OF SEWARD, SEWARD COUNTY, NEBRASKA



- 1 Δ=16°04'25"  
R=180.00'(M&P)  
T=25.42'(M)  
L=50.50'(M) 50.3'(P)  
CHD BRG=N81°49'42"W  
CHD=50.33'(M)
- 2 Δ=5°43'55"  
R=60.00'(M&P)  
T=3.00'(M)  
L=6.00'(M&P)  
CHD BRG=N76°22'09"W  
CHD=6.00'(M)
- 3 Δ=40°52'22"  
R=60.00'(M&P)  
T=22.38'(M)  
L=42.80'(M) 41.9'(P)  
CHD BRG=S80°19'28"W  
CHD=41.90'(M)
- 4 Δ=45°31'15"  
R=60.00'(M&P)  
T=25.17'(M)  
L=47.67'(M) 46.5'(P)  
CHD BRG=S82°39'01"W  
CHD=46.43'(M)



**LEGAL DESCRIPTION:**

LOTS 1 AND 2, TWIN OAKS DEVELOPMENT FIFTH ADDITION AND LOT 1, TWIN OAKS DEVELOPMENT 3RD ADDITION, ALL IN THE CITY OF SEWARD, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE SIXTH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, TWIN OAKS DEVELOPMENT FIFTH ADDITION; THENCE S89°31'26"E (ASSUMED BEARING) ON THE NORTH LINE OF LOTS 1 AND 2 OF SAID TWIN OAKS DEVELOPMENT 5TH ADDITION AND THE NORTH LINE OF LOT 1, TWIN OAKS DEVELOPMENT 3RD ADDITION, A DISTANCE OF 354.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°14'02"W ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 138.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 1, ON A 60.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 6.00 FEET, THE CHORD OF SAID CURVE BEARS N76°22'09"W, A DISTANCE OF 6.00 FEET; THENCE CONTINUING WESTERLY ON SAID SOUTH LINE, ON A 180.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 50.50 FEET, THE CHORD OF SAID CURVE BEARS N81°49'42"W, A DISTANCE OF 50.33 FEET; THENCE N89°30'47"W CONTINUING ON SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 299.33 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N00°19'42"E ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING, CONTAINING 1.06 ACRES, MORE OR LESS.

**SURVEYOR'S STATEMENT:**

I JOSHUA D. BORCHERS, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT "REDWOOD SUBDIVISION" HAS BEEN SURVEYED BY ME OR UNDER MY SUPERVISION AND THAT THE LEGAL DESCRIPTION OF THE BOUNDARY OF "REDWOOD SUBDIVISION" IS AS STATED IN THE LEGAL DESCRIPTION. PERMANENT MONUMENTS WILL BE SET AT ALL LOT CORNERS.

JOSHUA D. BORCHERS, L.S. 766 \_\_\_\_\_ DATE \_\_\_\_\_

PRESENT AND PROPOSED ZONING: I1- LIMITED INDUSTRIAL DISTRICT (LOT "A") & R1 URBAN RESIDENTIAL SINGLE-FAMILY DISTRICT (LOT "B").

- SETBACKS:**
- I1 FRONT YARD: 25'  
STREET SIDE YARD: 25'  
SIDE AND REAR: 0'
  - R1 FRONT YARD: 30'  
STREET SIDE YARD: 30'  
SIDE YARD: 7.5'  
REAR YARD: 20%

**DEDICATION:**

KNOW ALL MEN BY THESE PRESENTS: THAT THOMAS CLAY KAYTON, LYNSEY KAYTON AND DALLAS E. BAKER, BEING THE OWNER(S) AND PROPRIETOR(S) OF THE LAND DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS, TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "REDWOOD SUBDIVISION". SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT. SAID OWNER HEREBY DEDICATES TO THE PUBLIC FOR PERPETUAL UTILITY EASEMENTS TO THE CITY OF SEWARD, AND ANY OTHER PUBLIC OR PRIVATE UTILITY FOR RECIPROCAL USE BY THE LICENSEES OF SAID SUBDIVISION, TO BUILD, ERECT, MAINTAIN AND OR REPAIR THE FOLLOWING; SEWER LINES, WATER LINES, DRAINAGE FACILITIES, NATURAL GAS LINES, WIRES AND CABLES FOR CARRYING TRANSMISSION OF ELECTRICAL CURRENT FOR LIGHT, HEAT AND POWER, AND FOR THE TRANSMISSION AND RECEPTION OF SIGNALS AND SOUNDS OF ALL KINDS ON, OVER, THROUGH, UNDER AND ACROSS ALL STRIPS OF LAND LABELED AS UTILITY EASEMENTS ON THIS PLAT. NO PERMANENT BUILDINGS, FENCES, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

THOMAS CLAY KAYTON \_\_\_\_\_ LYNSEY KAYTON \_\_\_\_\_

DALLAS E. BAKER \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF SEWARD ) SS

BEFORE ME, A NOTARY PUBLIC QUALIFIED IN SAID COUNTY, PERSONALLY CAME, THOMAS CLAY KAYTON AND LYNSEY KAYTON, KNOWN TO ME TO BE THE IDENTICAL PERSON WHO SIGNED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND NOTARIAL SEAL ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF SEWARD ) SS

BEFORE ME, A NOTARY PUBLIC QUALIFIED IN SAID COUNTY, PERSONALLY CAME, DALLAS E. BAKER KNOWN TO ME TO BE THE IDENTICAL PERSON WHO SIGNED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND NOTARIAL SEAL ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**APPROVAL OF THE CITY COUNCIL OF SEWARD, NEBRASKA:**

THIS PLAT OF "REDWOOD SUBDIVISION" WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

MAYOR \_\_\_\_\_ ATTEST: CITY CLERK \_\_\_\_\_

**APPROVAL OF THE CITY PLANNING COMMISSION OF SEWARD, NEBRASKA:**

THIS PLAT OF "REDWOOD SUBDIVISION" WAS APPROVED BY THE CITY PLANNING COMMISSION OF SEWARD, NEBRASKA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CHAIRPERSON \_\_\_\_\_ SECRETARY OF PLANNING COMMISSION \_\_\_\_\_

**REGISTER OF DEEDS:**

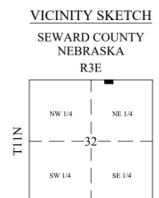
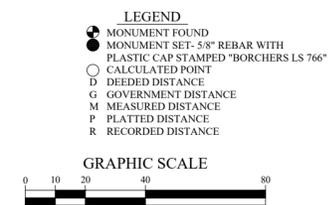
ENTERED ON TRANSFER DEED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FILED IN DRAWER \_\_\_\_\_ AT \_\_\_\_\_

AS INSTRUMENT NO. \_\_\_\_\_

**REGISTER OF DEEDS**

FEE: \_\_\_\_\_



REPLAT OF LOT 1 TWIN OAKS DEV. 3RD ADD.  
LOTS 1 & 2 TWIN OAKS DEV. 5TH ADD.  
TO THE CITY OF SEWARD  
SEWARD COUNTY, NEBRASKA

FINAL PLAT  
REDWOOD SUBDIVISION

PROJECT NO.	231928
DATE	1/29/2024
DRAWN BY	AWH
FILE NAME	SV_231928_final.dwg
FIELD BOOK	SEWARD #35
FIELD CREW	MS/JDG
SURVEY FILE NO.	2024-023
REVISIONS	

Return To:  
City of Seward  
PO BOX 38  
Seward, NE 68434

ORDINANCE NO. 2024-3

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "REDWOOD SUBDIVISION", A REPLAT OF LOT 1, TWIN OAKS DEVELOPMENT 3<sup>RD</sup> ADDITION AND LOTS 1 AND 2, TWIN OAKS DEVELOPMENT 5<sup>TH</sup> ADDITION, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

LOTS 1 AND 2, TWIN OAKS DEVELOPMENT FIFTH ADDITION AND LOT 1, TWIN OAKS DEVELOPMENT 3<sup>RD</sup> ADDITION, ALL IN THE CITY OF SEWARD, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE SIXTH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, TWIN OAKS DEVELOPMENT FIFTH ADDITION; THENCE S89°31'26"E (ASSUMED BEARING) ON THE NORTH LINE OF LOTS 1 AND 2 OF SAID TWIN OAKS DEVELOPMENT 5TH ADDITION AND THE NORTH LINE OF LOT 1, TWIN OAKS DEVELOPMENT 3RD ADDITION, A DISTANCE OF 354.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°14'02"W ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 138.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 1, ON A 60.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 6.00 FEET, THE CHORD OF SAID CURVE BEARS N76°22'09"W, A DISTANCE OF 6.00 FEET; THENCE CONTINUING WESTERLY ON SAID SOUTH LINE, ON A 180.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 50.50 FEET, THE CHORD OF SAID CURVE BEARS N81°49'42"W, A DISTANCE OF 50.33 FEET; THENCE N89°30'47"W CONTINUING ON SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 299.33 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N00°19'42"E ON THE

WEST LINE OF SAID LOT 2, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING, CONTAINING 1.06 ACRES, MORE OR LESS.

**Section 2.** Plat Designated. The plat of said real estate is hereby designated as "REDWOOD SUBDIVISION", City of Seward, Seward County, Nebraska."

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF SEWARD, NEBRASKA

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

Attest:

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

**ADMINISTRATIVE ITEMS**

1. Presentation and Acceptance of Seward Volunteer Fire Department Annual Report -  
Fire Chief Kimsey

# Fire Chiefs Report Calendar Year 2023

## **Purpose**

To provide Fire Protection, Suppression, Rescue and Emergency Medical care and transportation for the City of Seward, Nebraska, and the Seward Rural Fire District. Promote Fire Prevention through education and training of the public. Provide aid to Civil Authorities in the case of a Natural or National Disaster or Emergency of any type. Promote safety through education to the public. Provide training and equipment necessary for the above tasks to be accomplished as well as aid Seward County departments.

## **Total Calls 726**

Fire 104

Rescue 572

Motor Vehicle Accidents 46

Agency Assist 1

Other 1

Public Service 2



## **Membership**

Seward Fire Department had 45 members responding to any emergency in, and around, Seward County. Members maintain the highest level of competency through training and professional development.

The membership meets monthly for departmental meetings and training sessions.

We welcomed five new members in 2023-Bradley Park, Haley Goodrich, Jaden Volzke, Kip Jones, and Gunner Fink.

Seven members resigned in 2023 (4) time commitments, (2) moved ( 1) reserve status

## **Officers**

James Kimsey Chief

Dan Brumm Assistant Chief

Landon Dirks Training Officer

Taylor Mifflin Assistant Training Officer

Connie Languein Rescue Captain

Tami Svehla Assistant Rescue Lieutenant

Company 1 Captain Tyler Dickinson

Company 2 Captain Lisa Kimsey

Hook and Ladder Captain John Singleton

Safety Officer Kent Auman

President Mark Suhr

Secretary Brian Niebrugge

## **Operations**

Implemented code of conduct policy to ensure the continuing integrity of the department by setting expectations of each member to maintain the highest standards of ethical conduct.

Updating and revising standard operating guidelines and bylaws

Completed our first-year billing for calls

Budget Process

## **Training**

Throughout 2023, members train and prepare to protect the citizens and property of Seward County. Members attend and train on a variety of classes and leadership courses by attending monthly training sessions, mutual aid trainings, Storm Spotting Classes, various trainings outside of the department, EMS Conference, Les Lukert Leadership conference and Fire School as well as many others.

2584 Hours of Training

21 Total EMTS certified with 5 being new certifications in 2023

20 Total FF1 certified with 8 being new certifications in 2023

The department gain two Fire One Instructors -Landon Dirks & Tayler Mifflin

## **Community**

Seward Volunteer Fire gives back every year to the community through public interactions. Community Service events, Sporting Events and Escorts, Fire Prevention, Fourth of July Education to schools, Collaboration with local hospital

## **Response Time**

Response time was based on medical responses only. Time calculated is calculated from two phases of a call. The first is the time the unit is dispatch to the time the unit was enroute. The second is the time the unit was leaving the station to the arriving on scene. Please note, the times listed above are only figured using the first arriving unit. There are times that by using radio communications a member may be closer to the scene without responding to the fire station. With this consideration response times can be reduced.

<b>Dispatched-EnRoute</b>	<b>Enroute-On Scene</b>	<b>Avg Response Time</b>
<b>7.16</b>	<b>3.00</b>	<b>10.16</b>

## **Insurance Services Office (ISO)**

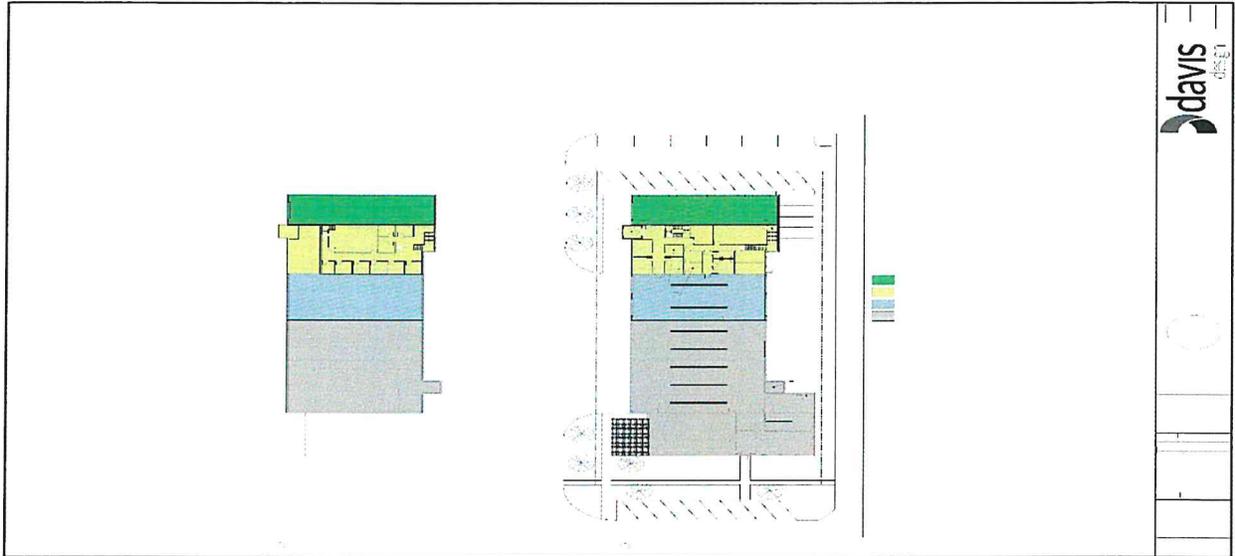
Fire Score is a rating that determines how well the fire department can protect your community and home. ISO Rating is assigned to a Public Protection Classification on a scale from 1-10 with 1 being the best score from analyzed data. A good ISO fire rating brings value to your community and decreases insurance costs.

Seward Fire Department has built a solid ISO rating of 4.



**Building Expansion Project**

Seward Fire is one of the busiest volunteer fire departments in the state. With the increasing demands and the foreseeable needs for increased services the building expansion planning project goal is to incorporate living quarters to meet the current and ever-growing population of the city of Seward.



**The determination of our members made what many would call impossible possible.**

Respectfully submitted,

James Kimsey  
Seward Volunteer Fire Chief

2. Presentation and Acceptance of Annual Library Report - Library Director Baker

2022-  
2023

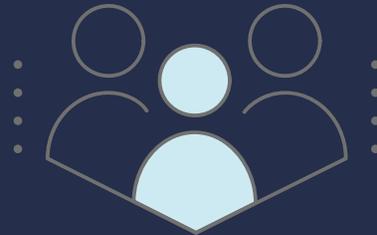
SEWARD  
MEMORIAL LIBRARY

# Annual Report

## Attendance

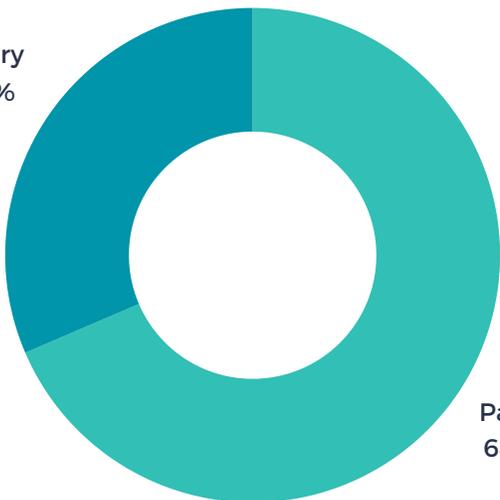
54,099 TOTAL

161 DAY AVERAGE



## MEETING ROOM USE

Library  
31.5%



Patron  
68.5%

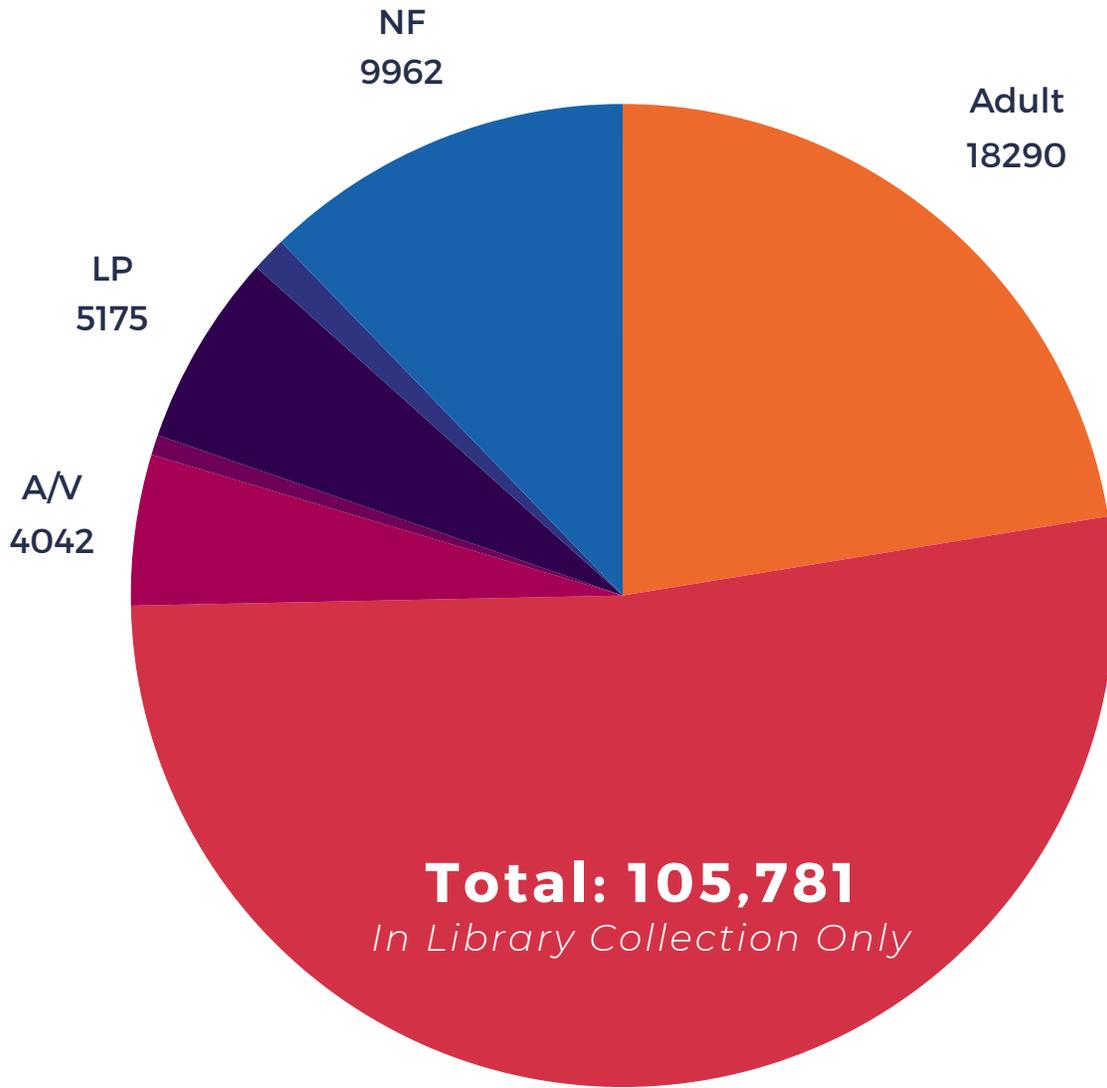
LIBRARY USE 452  
NON-LIBRARY USE 985

1540

RAH Deliveries



# Circulation



# The Story Continues...



Top: Dividing of Lower Level Staff Room into the new Book Nook  
Bottom: Moving of Non-Fiction Shelves to create Bestsellers and New sections

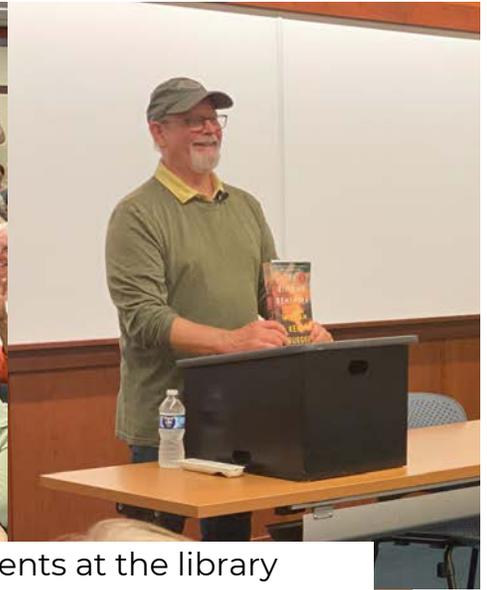


Top: Dividing old Book Nook in Study Room C & D;  
Genealogy turned into Meeting Room C

# 20th Building Anniversary



# Author Visits



Top & Below Left: William Kent Krueger visits and presents at the library  
Below Right: Craig Johnson, Longmire author, presents at the library



Top Right: Nebraska Authors Panel with Tosca Lee (left), Lydia Kang (middle right), and Alex Kava (right)

# 2023 Library Programs



Top & Below Left: Summer Reading Kickoff Party starting "All Together Now Seward"  
Below Right: Group picture concluding a tour of Hughes Brothers

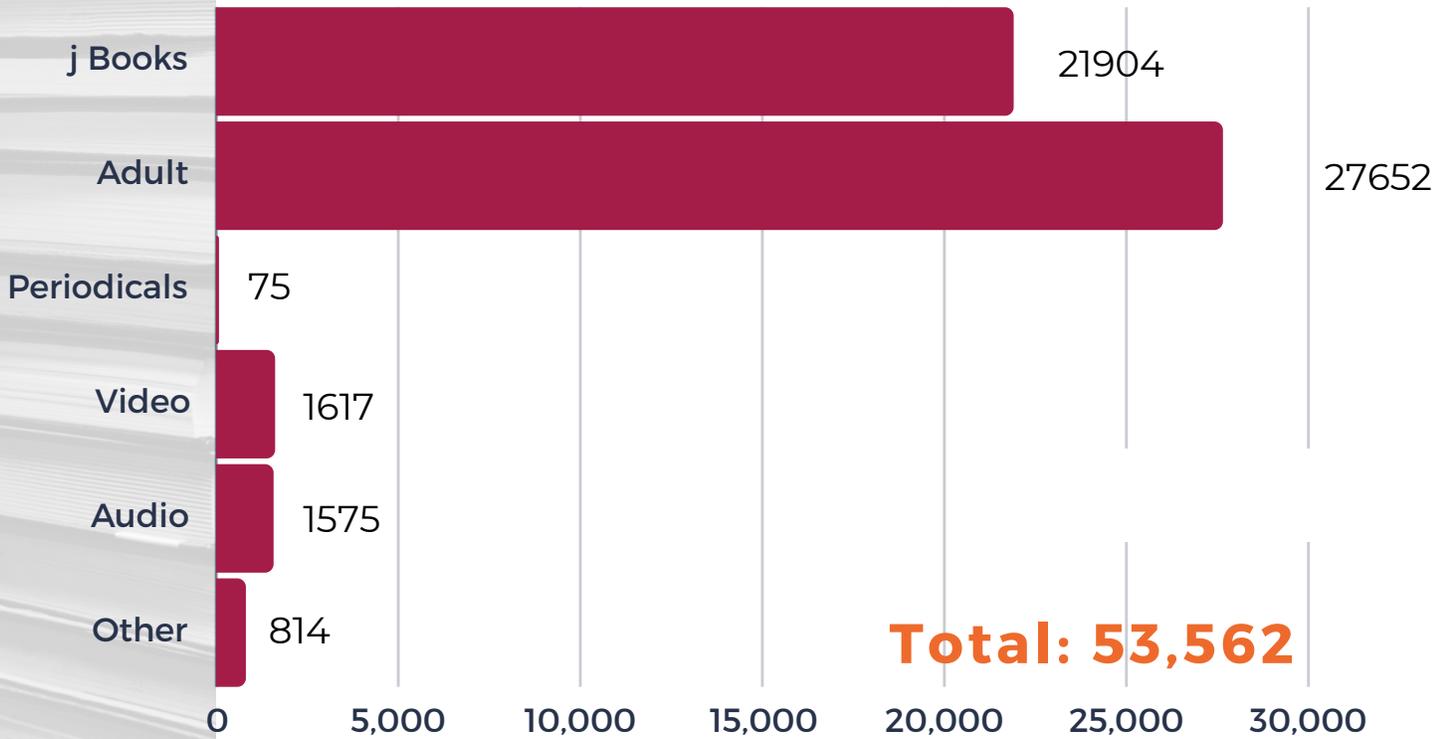


Top : Magician Jeff Quinn wows a full audience with his performance



Top Left: String Beans performs at the Civic Center. | Top Right: Big Truck Program celebrates all the different workers that keep Seward going.

# SML COLLECTION



**TOTAL**    **ADDITIONS**    **+3479**    **WEEDED**    **-4959**

## Budget

**APPROPRIATED**

\$ 571,336

**EXPENDED**

\$ 781,540

137%

\*Hail storm expenses incurred this year\*

**1249**

Tech Users

**77K+**

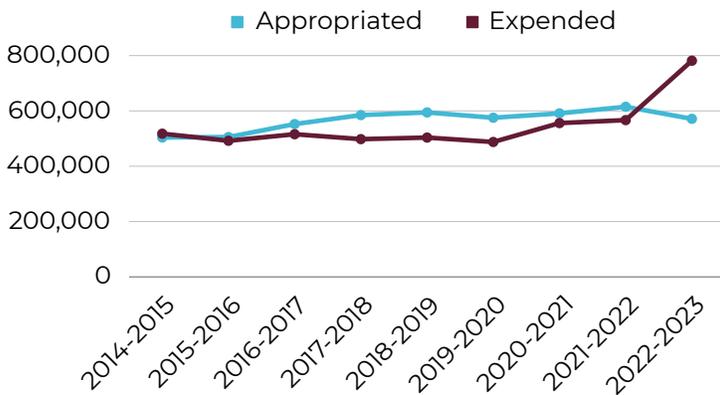
Wireless Users

**3129**

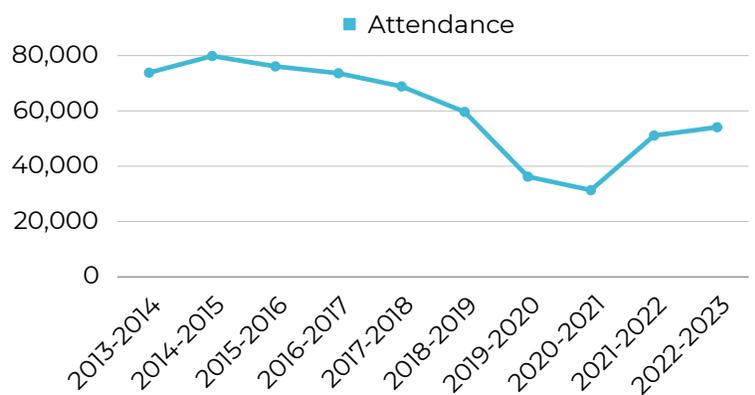
Drive-up Window Users

# 10 Year Stats

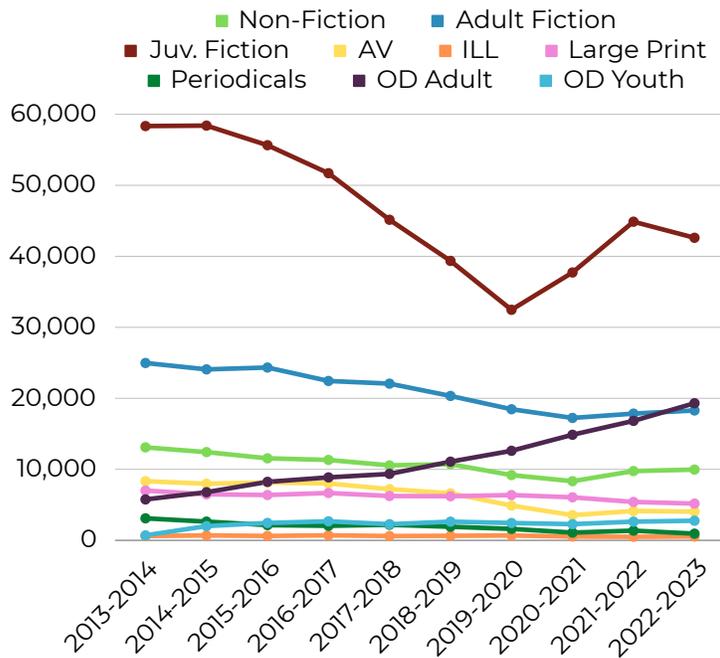
## Budget



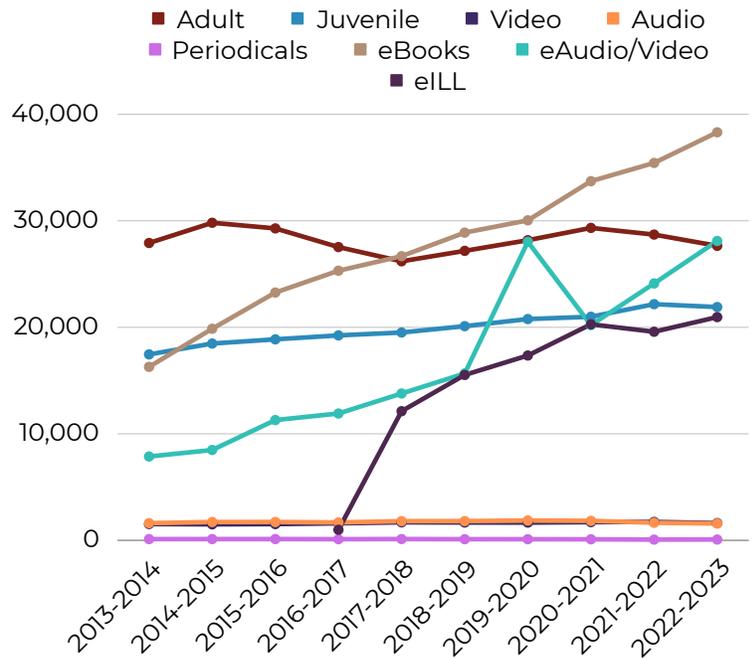
## Attendance



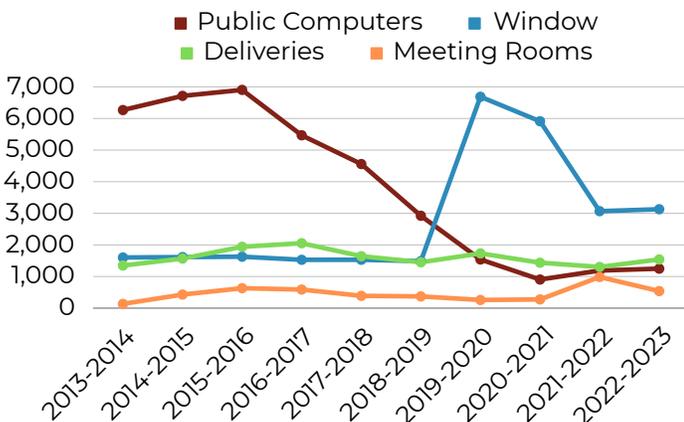
## Circulation



## Collection



## # of Users



SEWARD  
MEMORIAL LIBRARY  
**Annual  
Report**

3. Consideration of a Professional Services Agreement with Short Elliott Hendrickson Inc. (SEH) for a Sewer Rate Study in the Amount of \$25,000 - City Engineer Oneby

## Agreement for Professional Services

This Agreement is effective as of February 12, 2024, between City of Seward (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Sanitary Sewer Rate Study**.

**Client's Authorized Representative:** Greg Butcher

**Address:** 537 Main St, PO Box 38, Seward, Nebraska 68434

**Telephone:** 402.643.2928

**email:** greg.butcher@cityofsewardne.gov

**Project Manager:** Colin Marcusen

**Address:** 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

**Telephone:** 320.229.4359

**email:** cmarcusen@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

### Task 1: Data Collection & Goal Setting

- Data Request Form: Prepare itemized list of data to be provided by the Client.
- Meeting 1. Kick-Off Meeting.
- Review and analyze historical data and trends to include the following:
  - Past expenditures.
  - Existing debt.
  - Connections/Users by user types (residential, commercial, industrial, other) – sewer.
  - Connections by water meter size (5/8", 3/4", 1", etc.).
  - Metered water uses per connection.
  - Identify top water/sewer users.
  - Identify Industrial Users (flows and loadings) sewer, review significant industrial user agreements (SIUs).
- Review future projections:
  - Population & connections/users (residential, commercial, industrial, etc.).
  - Flows & loadings (volume, loadings per customer type).
  - City to provide population projections.
- Discuss existing software, limitations to incorporate/modify rate structures.
- Tech Memo 1 – Trends & Projections.

### Task 2: Data Analysis & Projections

- Project Expense and Income out 5 years:
  - Capital Improvements Plan (CIP) needs/future replacement (debt).
- City to provide CIP:
  - Administration costs.
  - Operation & maintenance costs.
  - Other expenses (principal and interest payments on current and proposed debt).
  - Other income sources (investment income, fees, other).
- Analysis of existing rate structure identifying:
  - Adequacy of existing rates and surcharges.
  - Need for rate and/or surcharge adjustments.
  - Impact of infrastructure improvement projects on rates and funding alternatives.
  - Adequacy of fund balances.
  - Review and develop surcharges for BOD, TSS, phosphorus and ammonia.

### Task 3: User Rate Model

- Rate Analysis: identify methodologies used and recommended rate modifications (up to 2 options):
  - Option 1 - Explore current rate structure, with adjustments as needed to cover projected costs, proposed grants and Water Infrastructure Finance and Innovation Act (WIFIA) Program Loan.
  - Option 2 - Explore one additional rate structure option for proposed grants and Municipal Wastewater Bond.
  - Additional rate options can be run at City's request, for an extra cost per option.
- Cost of service (fixed versus variable costs), flows & loadings.
- Recommended annual cash reserve for next 5 years.
- Identify CIP impacts (funding) on residential, commercial and industrial customers.
- Select preferred rate option, and propose rates for next 5 years and impact on users.

### Task 4: Report & Presentation

- Complete Draft Report for review and comment.
- Incorporate comments and Finalize Report.
- Meeting 2. Review of Final Rate Study Memorandum.
- Deliverables:
  - Final PDF File.
  - Final Excel File.
  - City will receive all information related to the study including data and analysis.

### Task 5: Regional Rate Comparison

- SEH will contact the communities identified at the kick-off meeting who have similar population and infrastructure as Seward. We will provide documentation identifying each community's rate structure for wastewater. As part of the review, we will confirm if a community is planning to modify their rates or rate structures in the near future, and if so, we will include comments on potential changes.
- Deliverables:
  - Spreadsheet evaluating communities similar to Seward.
  - Data will include:
    - Rate structure, base rates, usage rates, residential, commercial, industrial rate structures.
    - Meter sizes and billing cycles.
    - Last rate increase.
    - Indication whether a community is planning to modify rates in the near future.

### Assumptions:

- City to provide all data needed to complete study in a timely manner.
- All meetings are planned to be virtual (MS Teams).
- Does not include evaluation of impact fees or connection charges.
- CIP to be developed and provided by City.

### Schedule:

Completion of the above scope is anticipated within approximately 16 weeks from the date of authorization from the Client (estimated completion, June 2024).

### Payment:

The lump sum fee for the base scope of work described above is **\$25,000** including expenses and equipment. For each additional rate option explored over and above the 2 options listed in Task 3, the additional lump sum fee will be **\$1,500** per option. Additional tasks requested by the City that are outside of the base scope of work as listed herein shall be invoiced on a time and materials basis over and above the fees listed.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

**Short Elliott Hendrickson Inc.**

**City of Seward**

By:   
Full Name: Jake Vasa  
Title: Client Service Manager

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between City of Seward (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated February 12, 2024**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

### D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions by Client or Client’s employees or agents. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant’s employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

### B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

### E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

4. Consideration of Amendment #2 to a Professional Services Agreement with The Schemmer Associates for the Worthman Blvd Extension Project in the Amount of \$36,721.79 - City Engineer Oneby

This is **EXHIBIT A Part 3**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 16<sup>th</sup>, 2024.

**AMENDMENT NO. 2  
AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**1. Background Data**

- a. Effective Date of Owner-Engineer Agreement: 01/17/2024
- b. Owner: City of Seward Nebraska
- c. Engineer: The Schemmer Associates, Inc.
- d. Project: WORTHMAN BOULEVARD EXTENSION

**2. Nature of Amendment** *[Check those that are applicable and delete those that are inapplicable.]*

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

City of Seward

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

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

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

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

ENGINEER:

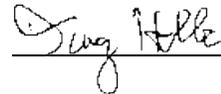
The Schemmer Associates, Inc.

By: Doug Holle

Title: Executive Vice President

Date Signed: 2/16/2024

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



## Modifications

1. Engineer shall perform the following Additional Services:

Services to be provided by Schemmer consist of topographical survey services as set forth below:

### A. ALTA/NSPS LAND TITLE SURVEY

Services to be provided by Schemmer consists of boundary survey of Outlot E, Seward Rail Campus PUD, First Edition in accordance with the American Land Title Association (ALTA) and National Society of Professional Surveyors (NSPS), which includes:

- Field survey – locate all physical features, improvements, and vegetation on site as well as necessary spot elevations and break lines to generate 1' contours. The limits of the field survey will be five feet beyond the property lines of Outlot E.
- Boundary – Research for the boundary, locate existing property corners, replace any property corners that may be missing.
- One Call – perform a One-Call utility locate. Locate utilities per locator's markings and observed evidence in the field.
- Title Commitment – Review title commitment (provided by the City) to determine what affects subject property.
- CAD services – upload, download, check, and process collected electronic field data, and produce final survey documents for ALTA and Plat.
- Registered Land Surveyor Services – project coordination, review, QA/QC, sign, and stamp ALTA and Plat, and get signatures and file plat.
- ALTA/NSPS Table "A" Requirements- 1,2,3,4,5,6a,6b,7a1,8,9,11b,13,16 and 20.
- Survey Coordinate System & Datums – a survey of the project area will be completed using the following Coordinate System:
  - Horizontal Datum - Seward County, Nebraska LDP
  - Vertical Datum – NAVD 88
  - Geoid Model – 12b

### B. SUBDIVISION REPLAT

Schemmer shall prepare Preliminary Plat and Final Plat for a replat of Lots 3, 4, 5, Outlot B, and Outlot E within Seward Rail Campus PUD, First Addition and Lot 10 and Outlot F within Administrative Replat of Outlot "C" located in Seward, Nebraska in accordance with Section 410-38.4, Major Subdivisions within Chapter 410, Zoning and Subdivision of the Seward Municipal Code, which includes:

- Pre-Application for Preliminary Plat
  - Attend pre-application meeting with Zoning Administrator.
  - Prepare concept plan illustrating proposed layout of streets, lots, and other features.
- Preliminary Plat
  - Prepare and submit application for preliminary plat approval.
  - Address comments from Planning Commission.
  - Attend Planning Commission Meeting.
- Final Plat
  - Prepare and submit Final Plat.
  - Pin all property corners.
  - Attend City Council Meeting.
  - Final Plat is anticipated to include 7 parcels.

2. Other services that are considered additional effort and weren't anticipated in the original contract are as follows:
  - Preparation of Subdivision Agreement, Covenants, and any TIF documents will be provided by others.
  - Rezoning
3. The responsibilities of Owner are modified as follows:
  - City of Seward shall furnish title commitment for all parcels within Seward Rail Campus PUD, First Addition and within Administrative Replat of Outlot "C".
  - City of Seward shall furnish all legal, accounting, insurance, and other services that may be necessary for Final Plat approval.
4. For the additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
  - The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to \$128,685.42 (original contract fee) + \$24,150.00 (Amendment #1 fee) + **\$36,721.79 (Amendment #2 fee)** = \$189,557.21 (total estimated compensation).
5. The schedule for rendering services is modified as follows:

Surveyors will begin field data collection and request title commitment as soon as possible.
6. Other portions of the Agreement (including previous amendments, if any) are modified as follows: N/A

**Attachment 2: Hour Estimate Form  
Amendment #2**

**WORTHMAN BOULEVARD EXTENSION  
City of Seward**

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	PARTY CHIEF SURVEYOR	ASSOC SURVEYOR	GRAPHIC DESIGNER	ADMIN ASST	TOTAL PER TASK
<b>I.</b>	<b>Project Administration</b>												
I.a	Project Management	2	12										14
I.b	Progress Meetings with City Staff		2										2
I.d	Team Coordination Meetings		2				2	2					6
<b>II.</b>	<b>ALTA/NSPS LAND TITLE SURVEY</b>												
II.a	Topographic Field Survey							6	20	20			46
II.b	Boundary Survey							4	6	6			16
II.c	Title Commitment							8		8			16
II.d	CAD Services									25			25
<b>V.</b>	<b>SUBDIVISION REPLAT</b>												
V.a	Attend Pre-application Meeting	2	3										5
V.b	Concept Plan			2			4						6
V.c	Prepare Preliminary Plat	1		4			8	2					15
V.d	Address Comments			2			4						6
V.e	Attend Planning Commision Meeting	2	3										5
V.f	Prepare Final Plat	1		20			12	34		24			91
V.g	Attend City Council Meeting		3										3
V.h	Pin All Property Corners							3	6	6			0
	<b>TOTALS</b>	<b>8</b>	<b>25</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>59</b>	<b>32</b>	<b>89</b>	<b>0</b>	<b>0</b>	<b>271</b>

**WORTHMAN BOULEVARD EXTENSION**  
City of Seward

**Attachment 2: FEE SUMMARY SCHEDULE**  
Amendment #2

**Direct Salary Costs**

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2024 RATE	ESTIMATED LABOR CHARGE	TASK COST
<b>I. Project Administration</b>				<b>\$3,870.00</b>
PRINCIPAL	2	\$245.00	\$490.00	
PROJECT MANAGER	16	\$180.00	\$2,880.00	
SENIOR PROJECT ENGINEER	0	\$180.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$160.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$107.50	\$0.00	
ENGINEERING TECHNICIAN	2	\$100.00	\$200.00	
REGISTERED SURVEYOR	2	\$150.00	\$300.00	
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$95.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
<b>II. ALTA/NSPS LAND TITLE SURVEY</b>				<b>\$11,165.00</b>
PRINCIPAL	0	\$245.00	\$0.00	
PROJECT MANAGER	0	\$180.00	\$0.00	
SENIOR PROJECT ENGINEER	0	\$180.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$160.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$107.50	\$0.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	18	\$150.00	\$2,700.00	
PARTY CHIEF SURVEYOR	26	\$110.00	\$2,860.00	
ASSOCIATE SURVEYOR	59	\$95.00	\$5,605.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
<b>V. SUBDIVISION REPLAT</b>				<b>\$20,290.00</b>
PRINCIPAL	6	\$245.00	\$1,470.00	
PROJECT MANAGER	9	\$180.00	\$1,620.00	
SENIOR PROJECT ENGINEER	28	\$180.00	\$5,040.00	
REGISTERED DESIGN ENGINEER	0	\$160.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$107.50	\$0.00	
ENGINEERING TECHNICIAN	28	\$100.00	\$2,800.00	
REGISTERED SURVEYOR	39	\$150.00	\$5,850.00	
PARTY CHIEF SURVEYOR	6	\$110.00	\$660.00	
ASSOCIATE SURVEYOR	30	\$95.00	\$2,850.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
<b>Subtotal Labor Costs</b>	<b>271</b>		<b>\$35,325.00</b>	
<b>DIRECT NON-SALARY COSTS:</b>				
	No.	Rate (\$)		
Printing	1	\$ 300.00	\$	300.00
Mileage	534	\$ 0.670	\$	357.78
Survey Mileage	1103	\$ 0.670	\$	739.01
Geotech (Field Drilling Subcontractor)	\$	925.00	\$	-
Geotech (Lab Reimbursable)	\$	210.00	\$	-
Title Searches	\$	450.00	\$	-
Lodging	\$	70.00	\$	-
Per Diem	\$	39.00	\$	-
Public Meeting	\$	500.00	\$	-
Storm Sewer Video Inspection	\$	-	\$	-
Wetland Delineation	\$	-	\$	-
<b>Sub-Total Direct Non-Salary Costs</b>			<b>\$</b>	<b>1,396.79</b>

**TOTAL ESTIMATED FEE**

**\$36,721.79**

5. Consideration of Supplement #1 to the Master Services Agreement Approved December 6, 2022, with JEO Consulting Group, Inc. for Preliminary Engineering Services Related to the Plum Creek Bridge Replacement Project - City Engineer Oneby

Agreement N <sup>o</sup> .	- -	BK2268-001
Effective (NTP) Date		
Supplement Amount		\$228,733.66
Total Agreement Amount	CPFF	\$282,837.01

**PROFESSIONAL SERVICES AGREEMENT**  
**SUPPLEMENT NO. 1**  
**PRELIMINARY ENGINEERING SERVICES**

CITY OF SEWARD, NEBRASKA  
JEO CONSULTING GROUP, INC.  
PROJECT NO. BRO-7080(56)  
CONTROL NO. 13524  
SEWARD EAST

**THIS SUPPLEMENTAL AGREEMENT** is between the City of Seward, Nebraska ("LPA") and JEO Consulting Group, Inc. ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on December 6, 2022 for Consultant to provide Preliminary Engineering Services for LPA's project, and

**WHEREAS**, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

**WHEREAS**, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. BRO-7080(56) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "C" and incorporated herein by this reference.

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services, and Exhibit "B", Consultant's Fee Proposal, attached and incorporated herein by this reference.

**SECTION 2. NOTICE TO PROCEED AND COMPLETION**

- 2.1 LPA will issue Consultant a written Notice-to-Proceed upon full execution of this Supplemental Agreement. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by May 14, 2026.

**SECTION 3. FEES AND PAYMENTS**

Section 2 in Exhibit "C" of the Original Agreement is hereby amended in accordance with Exhibit "B" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Agreement Amount</u>	
\$ 16,524.58	66,786.49	\$83,311.07	For actual direct labor costs
\$ 32,049.43	138,765.10	\$170,814.53	For indirect labor costs & direct expenses
\$ 5,529.34	\$ 23,182.07	\$28,711.41	For a fixed fee for profit
\$54,103.35	\$228,733.66	\$282,837.01	Total agreement amount

\*Includes all prior supplements

**SECTION 4. CONFIDENTIAL INFORMATION**

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

**SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION**

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

**SECTION 6. CERTIFICATION BY LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 7. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 2<sup>nd</sup> day of February, 2024.

JEO CONSULTING GROUP, INC.  
Jeffrey Henson

Jeffrey Henson  
\_\_\_\_\_  
President

STATE OF NEBRASKA)  
  )ss  
SAUNDERS COUNTY )

SUBSCRIBED AND SWORN to before me this 2 day of FEBRUARY, 2024.



[Signature]  
\_\_\_\_\_  
Notary Public

EXECUTED by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SEWARD, NEBRASKA  
Joshua Eickmeier

\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_

\_\_\_\_\_  
Date

## EXHIBIT "A"

### Scope of Services

Project Name Seward East

Project No. BRO-7080(56)

CN: 13524

Engineering Design Services

Text shown below that has been struck through (~~example~~) is not a part of this scope and has been left in this document simply as a place holder.

Upon receipt of notice to proceed from State and/or LPA, Consultant agrees to complete all the following services as part of developing construction plans that are ready for State's use in a bid-letting for this project.

### PROJECT DESCRIPTION

The scope of services for this project involves engineering design services required to produce final construction plans and specifications for replacement of urban bridge structure no. U220002015 and associated roadway improvements.

The bridge is located on Bluff Road east of Karol Kay boulevard on the eastern edge of the city of Seward in Seward County. The bridge crosses Plum Creek. The existing bridge is a 101' long x 24' wide, three bridge with 1-pony truss span and 2 steel girder approach spans. The proposed replacement structure will be a 120' long three span continuous concrete slab with a 34' clear roadway width (36'-2" out to out). The proposed bridge will not include a trail or sidewalk. The bridge structure will be designed to accommodate a future 10'-0" wide trail. The bridge will include NDOT standard approach slabs and paving sections on both ends.

The roadway improvements include 12' minimum paved lanes on both ends of the bridge to tie into the adjacent roadway. Approach guardrail will be used at all four corners of the new bridge structure. It is assumed any roadway grade raise will be minimal.

The roadway will be closed during construction. An access crossing will be included on the north side of the bridge.

HDR is completing all environmental and public involvement services for the project. Nebraska Title Company will be completing all title research. Geotechnical work for the pavement determination has already been completed by Olsson for the adjacent Hillcrest Road Improvement project being completed by the city. Geotechnical work for the bridge structure has already been completed by Thiele Geotech and verified by NDOT. Topographic survey has already been obtained and processed. Right of way cost estimating will be completed by NDOT.

## **TASKS AND TASK ASSIGNMENTS**

Projects located in the jurisdictional area of a Metropolitan Planning Organization (MPO) and has a Responsible Charge (RC) who is an employee of the respective Local Public Agency will manage the project. Nebraska Department of Transportation (NDOT) will manage the project and will act as the RC when located outside of the MPO.

It is anticipated the project will require the following major tasks:

- a. Environmental Documents and coordination (Design Consultant/NEPA Consultant)
- b. Project Management and Quality Control
- ~~c. Preliminary Field Survey~~
- ~~d. Right of Way Survey~~
- e. Roadway Design (including Right-of-Way Design)
- ~~f. Hydrology and Hydraulic Design~~
- ~~g. Bridge Design and Concrete Box Culvert Design.~~
- h. When NDOT is the Responsible Charge (RC) the National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by the NDOT's Roadside Stabilization Unit. The erosion control plans will be designed by the Design Consultant. NDOT's Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.
- i. PS&E Submittals
- j. Project Meetings (Kick off meeting, Progress, Plan in Hand (PIH) meeting, Utility meeting, and Project Coordination meetings)
- ~~k. Public Involvement~~
- ~~l. Geological Studies~~

## **APPLICABLE PUBLICATIONS**

**Overview:** Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT Website.

- 1) LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009
- 2) A Policy on Geometric Design of Highways and Streets 2018 (AASHTO)
- 3) Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
- 4) Manual on Uniform Traffic Control Devices (FHWA), 2009 Edition
- 5) MUTCD - Nebraska 2011 Supplement to the MUTCD
- 6) Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
- 7) Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual
- 8) Roadside Design Guide, 2011 (AASHTO)
- 9) Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)

- 10) NDOT Hydraulic Analysis Guidelines for Consultant
- 11) NDOT Roadway Design Manual & Drainage Design and Erosion Control Manual
- 12) Bridge Office Policies and Procedures Manual
- 13) NDOT Geotechnical Policies and Procedures Manual
- 14) Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)
- 15) The NDOT Right-of-Way Manual.
- 16) Evidencing Nebraska Land Titles (Nebraska Land Title Association)
- 17) So you Want Access to the Highway (March 2008)
- 18) Access Control Policy to the State Highway System, 2006 or latest (NDOT)
- 19) Union Pacific and BNSF Railway Guidelines for Railroad Grade Separation Projects

### **SOFTWARE AND EQUIPMENT REQUIREMENTS**

1. The Consultant's design and drafting software and design files must be compatible with NDOT's design and drafting software. Information on NDOT's design protocol can be found on NDOT's website on the Roadway Design page; <https://dot.nebraska.gov/business-center/design-consultant/>.
2. The Consultant's design must be accomplished using the design software OPENROADS but no version later than that in use by NDOT. The consultant's design must follow NDOT's drafting procedures, guidelines, and file naming convention using the appropriate version of OpenRoads. Format CAD software. Consultant's use of an earlier version of Bentley OpenRoads may be approved for specific activities with written permission of NDOT and at NDOT's sole discretion.
3. In many cases, projects will require that a 3D model be generated using Bentley OpenRoads technology.
4. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
5. The Consultant will provide all software and computer equipment required to complete the work including any analysis software required to perform the bridge design work.
6. The Consultant is required to complete work (CAD/OpenRoads files) within the ProjectWise environment if NDOT acting as RC on project. All project document submittals (non CAD/OpenRoads) are to be uploaded into the State's FTP site. Modeling files to be located within ProjectWise

### **EXPECTATIONS FOR THE DELIVERABLES**

1. The consultant shall provide to NDOT acceptable final plans, specifications, and estimates (PS&E) for use in a bid letting and construction of the project. The Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act. Consultant shall also provide to

NDOT all applicable supporting documentation and reports as described in the Task Order.

2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and specifications as listed in the Qualifications, Knowledge and Experience.
3. Consultant shall submit to the NDOT roadway design plans at the following stages, when applicable: before the plan-in-hand field inspection, before public meetings, at draft PS&E completion stage, and final PS&E package. Deliverables must be completed and submitted in accordance with the schedule set out in the Task Order.
4. Deliverables must be submitted in electronic form as outlined in the Task Order.
5. Submittals will be reviewed and approved by NDOT. Consultant shall address all issues raised by NDOT's review and make all necessary changes to the work.

### **DESIGN PLAN PREPARATION AND ASSEMBLY**

**Overview.** These tasks are to develop design plans and assembly of design plans of items not shown in the Roadway Design section. Items to be included, but not limited to, can be found in the NDOT Roadway Design Manual under Highway Plans Assembly. These are the plans which will be let to contract; therefore, plans should be thoroughly checked for completeness, accuracy, and formatting by the design technician, the roadway designer, and other contributing parties.

**Drafting Procedures.** Consultants using MicroStation will follow the State's CADD drafting procedures and guidelines in preparing plans. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines.

NDOT's CADD drafting standards do not apply for projects developed in AutoCAD, however, the Consultant shall make an effort to follow the State's CADD drafting procedures and guidelines in preparing plans.

#### **Format of Project Plans**

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 20' and "J" (enlarged detail) sheets on a scale of 1" = 50' (rural) or 1" = 20' (urban).
2. All full-sized plan sheets must be approximately 24" x 36". The border sheet information is on NDOT's website. All half-size plan sheets must be 11" x 17".
3. Any materials submitted to the State by the Consultant must be on equivalent to white bond.
4. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
5. The Consultants shall follow the State's CADD Drafting procedures and guidelines in preparing the project plans.
  - a. Sheets must be set up according to the State's procedures.
  - b. File names must follow the State's CADD naming convention.
  - c. Line weights, line styles, text size and leveling must follow the State's guidelines.
6. The CADD files must also conform to the following standards and conventions:

- (a) Working units must be:
1. Master Units = Survey Feet (sf)
  2. Sub Units = inches (in)
  3. Resolution = 1000 per survey foot
  4. Accuracy = 0.1234
  5. Working Area = 813.442402 miles
- (b) The Consultant shall tie the project into the State Plane Coordinate System using NAD 1983 for horizontal control. Consultant shall coordinate with the Geodetic Survey office for the Project Datum Adjustment Factor (DAF). Prepare all topography information in a MicroStation. Line weights, line styles, text sizes and leveling will follow NDOT's guidelines

#### **Format of cross-sections**

1. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
2. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
3. Stamp or plot in the upper right corner of each sheet the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H & V, or 1" = 20'H & V.
4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
6. Cut cross-sections at 100-foot intervals (maximum) and at other locations as needed.
7. Plot a cross-section at each location when there may be a drainage structure needed and at driveways, intersections, or other unusual features.
8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
9. Plot drainage structure cross-sections at the following scales:
  - a. Storm Sewer 1" = 10' H & V.
  - b. Roadway Culverts 1" = 10' H & V.
10. Plot computer roadway cross-sections in the following manner:
  - a. Plot original ground with a dashed line.
  - b. Plot design template with a solid line.
11. Plan Sheets. The consultant will refer to NDOT Roadway Design Manual for a complete list of plans sheets to be included in the plan set. The Consultant will develop special plans. Standard plans are not included with the plan set, but a current up to date list of Standard Plans used for the project will be included to be placed on the Title Sheet.

## **The State or LPA Shall Provide:**

### **PRELIMINARY ITEMS**

1. As-built or design plans of the existing and adjacent roadways (if available).
2. Existing work already completed including traffic study, geotechnical report, and survey.
3. Any drainage studies completed in the area (if available).
4. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
5. Electronic files of current aerial photographs (if available).
6. Existing cadastral maps, plat maps, etc. electronic right-of-way files of the project area (if available).
- ~~7. Traffic count information. (NDOT)~~
8. Crash history for study corridor. (NDOT)
9. Detour route.
10. Section Corner Ties to corner monuments.
11. Existing benchmark information.
12. ROW negotiations and acquisitions.
13. Permit to occupy ROW (NDOT Form 19)
14. Local Public Agency (LPA) Project Programming Request (NDOT Form 530)
15. Probable Class of NEPA Action (NDOT 53) Form.

## **Consultant Shall Provide:**

### **PROJECT MANAGEMENT AND QUALITY CONTROL**

Coordination of Design Professional and Scheduling. The Consultant Project Manager will serve as point of contact, maintain project schedule and coordinate work of sub-Consultants

**THE CONSULTANT SHALL NOTIFY THE LPA AND NDOT OF ANY CHANGES MADE TO THE DESIGN OR PLANS AFTER THEY HAVE BEEN SUBMITTED TO AND/OR REVIEWED BY THE BOTH THE LPA AND STATE. SUCH CHANGES ARE DISCOURAGED, UNLESS THEY ARE IMPERATIVE OR AT THE REQUEST OF THE LPA AND/OR STATE.**

1. **Project Management.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.

2. **Project Description/ Purpose and Need/ Project Details:** The Consultant shall work with the NDOT and the NEPA Consultant when updates or corrections are needed to the existing approved corresponding documents.

3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal.

## **MEETINGS**

1. **Plan-In-Hand Meeting** the Consultant will schedule and attend a plan-in-hand meeting to review the thirty (30) percent the preliminary roadway design plans. (On-site meeting)

2. **Project Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities at different stages throughout the project. The consultant should anticipate **six** meetings (PCMs 20, 30, 35, 50, 70, and 90). The Consultant will be responsible for preparing meeting minutes.

3. **Meetings with Utilities.** One Utility review meetings will be scheduled. Effort is also included for coordination via the phone and up to three total one-on-one meetings with affected utilities.

## **Survey**

~~1. **Preliminary Field Survey.** The topographic survey will be completed by the design consultant for the project corridor in accordance with current NDOT survey specifications. The design consultant will perform the necessary topographical ground survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross sections, and profiles. A topographical survey will be performed using GPS and electronic "Total Station" technology in MicroStation \*.dgn. format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will not include an exact and detailed tree count. The consultant will complete a site visit after LOC's are created noting the size, type and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted the limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts and must include enough information to build the proposed typical cross section and show the limits of construction. The survey limits will extend 500 feet before the start of the project and 500 feet beyond the end of the project. The topographic survey will extend along intersecting streets a minimum distance of 500 feet from roadway centerline.~~

~~2. **Digital Terrain Model.** A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including~~

~~existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.~~

~~**3. Base Map Preparation.** Consultant will create the base maps using the topographic survey data.~~

~~**4. Horizontal and Vertical Control.** The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature.~~

- ~~a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.~~
- ~~b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.~~

~~**5. Section/Property Corners.** The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right of way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.~~

**6. Existing Utilities.** The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evident in the field and utility locator's markings. The project liaison will assist in providing utility locations and contact information.

~~**7. Note Reduction/Preliminary Plotting.** This task will include the effort for gathering data to create the existing topography file to use for preliminary design. Placing station offsets for all topographic items.~~

**8. PIH Staking the Right of Way.** For the PIH field visit the Consultant will stake new and existing right of way, assume three tract (s):

**9. Negotiations Staking the Right of Way.** During the negotiations, the Consultant will stake new and existing right of way, assume three tract (s).

~~**10. Staking Right of Way for Condemnation Hearing.** (Will be handled as a Supplement to this contract) The Consultant will stake the new and existing right of way prior to the Condemnation Hearing so the Board of Appraiser's can view the proposed taking (to include temporary and permanent easements), assume \_\_\_\_\_ tract (s).~~

~~**11. Condemnation Plats.** (Will be handled as a Supplement to this contract) The Consultant will prepare condemnation plats. The plat is a unique plan sheet showing the condemned tract along with the metes and bounds reflected in the legal description. A~~

reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plat(s) to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted, assume \_\_\_\_\_ tract (s).

**12. Condemnation Hearings.** *(Will be handled as a Supplement to this contract)* The Engineer is to attend the Condemnation Hearing to provide an expert opinion regarding the need for the taking, assume \_\_\_\_\_ tract (s).

ROW staking should be done to clearly and accurately represent information that is illustrated on the ROW plans. When a tract requires ROW staking the following items should be staked:

1. Existing ROW
2. Existing Control of Access.
3. Existing Control of Access Breaks.
4. Existing Permanent Easements (except utility easements are generally not staked).
5. New ROW
6. New Permanent Easements
7. New Temporary Easements.
8. New Control of Access Breaks

For each line the ROW staking should at a minimum include the staking of points at the following:

1. The ends of each line.
2. Their intersection with a property line.
3. Their intersection with lot lines, section, quarter section line, etc.
4. Any deflection points within the line (turn points).
5. If a line involves a long straight run interim stakes along the line should be placed as needed to clearly denote the line in the field.
6. Any critical points along a line such as the portion coming close to a significant feature such as a structure, center pivot, well, etc.
7. The stakes should be clearly visible in the field and denote the type of line(s) it is representing. Information to be included on the stakes include.
8. A color identification (surveyors' tape and/or paint) unique to the type of line. Generally, Orange for ROW and Yellow-Green for easements.
9. The line designation (ROW, PE, TE, CA, etc.)
10. The distance to Centerline.
11. The Station

See NDOT's Construction Manual for additional ROW staking information.

## **Preliminary Roadway and ROW Design**

**Overview.** The following task will be used to accomplish Roadway Design and in the development of design plans. This task includes roadway design services during the Plan-in-Hand phase.

The Design shall be in conformance to "Nebraska Minimum Design Standards" for New and Reconstructed Projects, 3R Standards (Resurfacing, Restoration and Rehabilitation) and the "NDOT, Standard Specifications for Highway Construction". Reference to local standard plans and specifications is not allowed, such plans and specifications must be included within the PS&E package as special plan sheets or special provisions.

The consultant is to make every effort to use NDOT standard items, standard plans, and products from the NDOT approved product list in the design of the project. Items unique to the project and not on the standard item list, will need a special provision stating the method of construction, the unit of measure, and method of payment. Specialty items not on the approved product list will require the consultant to provide a list of 3 or more products/suppliers and an "or approved equal statement". Approval by NDOT is needed before the item may be incorporated into the project.

1. **Data Collection and Review.** For gathering, reviewing, and organizing data for the project such as review of the as-built plans, survey data, current roadway conditions, and other supportive documentation.
2. **Roadway Horizontal Alignment.** This task includes the design and drafting of the horizontal alignment(s). Task includes creation of the Control Point/PI/Curve Data F sheet(s); the Consultant will create Horizontal Alignment and Orientation (F Sheets) on any design alignments.
3. **Roadway Vertical Alignment.** This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s).
4. **Template Roadway Cross Sections.** Develop the design templates necessary to template the cross sections, including design of special ditches.
5. **Limits of Construction.** This task includes efforts to create LOCs for the project. The Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements.
6. **Earthwork.** Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail, or any other cause for earthwork. Calculate earthwork quantities and produce earthwork summary and plan notes.
7. **Roadway Geometric Design.** This task includes the geometric design of all Roadway alignments, intersections, driveways, parking lot reconstruction, sidewalks, and pavement transitions, which includes setting up all the geometric sheets for the project

and labeling.

- ~~8. **Storm Sewer and Drainage:** This task includes hydrologic and hydraulic analysis for design of the new storm sewer system for the new and reconstruction portion of the project. This would include hydrologic review to determine drainage areas and discharges to the roadways for multiple storm events; development of a hydraulic model; identification of outlet storm sewers or drainage ways; and required improvements to outlet storm sewers or drainage ways necessary to drain the reconstructed highway. The storm sewer design will review the 10-year storm event to determine if a reasonable and practical storm sewer system can be provided to meet the current criteria. If it is determined that it is not practical to meet a 10-year storm event, a practical design approach will be used to determine a reasonable design that meets or exceeds the capacity required to convey a 2-year design storm. The design of the storm sewer will be developed in a manner to accommodate phased construction of the project that will maintain existing roadway drainage while providing outlets for the new storm sewer being constructed. This work also includes of drainage plans and storm sewer profiles. Storm sewer design will be based upon the new and reconstruction urban segment.~~
9. **Roadway and Driveway Culverts.** This task is for roadway and driveway culverts and includes the preparation of a drainage map outlining all drainage areas and completion of the following for each area. NDOT's Pipe Policy will be followed.
- Compute area size and Q.
  - Determine allowable H.W.
  - Size culvert and compute H.W.
  - Using design cross sections, determine length of culvert.
  - For each culvert, show the Station, D.A., Q., H.W., Size and Length.
  - Determine location of new/existing culverts with special ditch locations
  - Draft culvert build notes
10. **Construction and Removal.** Development of Construction and Removal notes detailing construction and removal items not specifically identified elsewhere in this scope. NDOT CAD standards and construction/removal notes/tabs are to be used.
11. **Utility Coordination/Verification.** The Consultant will draft utilities on the plans that were not included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary Plan-In-Hand plans and prepare NDOT Standard Utility contracts and pole tab sheets (LPA is responsible to coordinate utility agreement negotiations with utilities) as well as prepare call reports of all correspondence with contacted utilities. Utility coordination will follow the current NDOT utility coordination template (Dec. 2023).
12. **Construction Phasing/Detour Route/Temporary Roads.** The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. The Consultant shall prepare a written description of the Construction Phasing, noting detour

routes if applicable. This phasing plan shall be submitted at the time of the first submittal.

13. **Erosion Control.** This task includes effort required to design and draft both temporary and permanent erosion control measures for the project. The consultant will submit the erosion control plans to the LAD of NDOT for review and concurrence by NDOT Roadside Stabilization Unit.
14. **Quantities/Estimates.** Develop and tabulate all the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and/or the LAD of NDOT for all submittals, including Pre/Post Plan-in-Hand and Final Plans, using NDOT standard bid items, NDOT Project Information sheet (NDOT Form 342), and NDOT quantities forms (NDOT Form 343 and NDOT Form 355). In addition to these submittals, opinion of probable cost will be updated and submitted yearly (**January 31**) throughout the preliminary engineering and final design phases. Estimate of probable cost will be prepared by the Consultant using recent bid tabulations and other available information.
15. **Typical Sections.** This includes design and drafting the typical cross sections and other details as needed for the project.
16. **E Sheets.** This task includes developing the wetland aerial plan sheets ("E" Sheets) from the ortho. This task will include effort to illustrate and label wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. This task includes effort to illustrate sensitive areas including, but are not limited to, 4(f) properties, Section 106 sites, and T&E areas.
17. **Guardrail.** This task includes effort to analyze potential guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project. Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide.
- ~~18. **Floodplain Permitting Identification.** This task includes the following:  
Determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.~~
19. **Floodplain Permit** if a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or

leger size paper and found at the following website, <http://msc.fema.gov>. The LPA with assistance from the Consultant is to apply for the permit.

**20. Plan-In-Hand Report.** The Consultant will prepare and submit a draft Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design. The draft PIH report will be submitted and routed for review and comments. The consultant will address the comments (within 2 weeks) and submit the final PIH report.

**21. Working Day Calculations.** Working Days for construction activities will be calculated at the Plan in Hand plan stage and incorporated into the draft PIH report and updated at the Draft Final PS&E plan stage.

~~**22. Pavement Determination.** The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement Determination Data Sheet (supplied by NDOT) shall be completed by the Consultant and included as part of the documentation~~

**23. Access Crossing.** The Consultant shall provide General Information Sheets for a potential Contractor Access Crossing. At the option of the Contractor, the Contractor may construct the access crossing to facilitate construction of the bridge. The Consultant will determine which side of the existing bridge the crossing would go on and develop limits of construction that will be utilized to obtain the necessary permits (by NEPA Consultant or NDOT) for the access crossing. In developing the limits of construction, the Consultant shall develop a horizontal alignment (not to be included in the plans) and vertical alignment for the access crossing that will allow reasonable access for the Contractor's equipment from the roadway to the access crossing. For this project, the access crossing will likely be on the north side of the existing bridge. The General Information Sheet(s) for the Access Crossing will include limits of construction, delineation of Restricted Areas, a typical section, and a vertical profile sketch.

#### **Deliverables**

- a) Meeting Minutes for all meetings to be summarized emailed to the Client, NDOT and applicable stakeholders within (2) days of meetings.
- b) Hydraulic Report and Data Sheet
- c) Deliverables for the Plan-in-Hand Phase include:
  - i) Preliminary Waterway Permit Data Sheet, NDOT Form 290
  - ii) Erosion Control Plan-in-Hand Checklist, Exhibit G of the NDOT Roadway Design Process Outline (DPO), if applicable
  - iii) FAA Form 7460-1 when applicable
  - iv) Plan-in-Hand Plans
  - v) Project Information Sheet, NDOT Form 342
  - vi) Project Quantity Sheet, NDOT Form 343E
  - vii) Draft Plan-in-Hand Report (pdf format)

- viii) Plan-in-Hand plans with comments consolidated on one set
- d) Final Plan-in-Hand Report (pdf format)
- e) Plans/display showing project in relation to mapped floodplains/floodways, if applicable
- f) Opinion of Probable Construction Cost
- g) Construction and working day estimates
- h) Updated project description, project details, and purpose and need as necessary
- i) Pavement Determination
- j) Working Day Calculations
- k) Cost Estimates
- l) KMZ file at each plan submittal
- m) Utility Call Reports or equivalent documentation

Refer to last page of this Scope of Services for detailed list of required plan sheets at each phase of project.

#### **Post Plan in Hand Plans**

1. **Post Plan in Hand plans** incorporate review comments needing revisions identified during the plan in hand and serves as a mid-point check of the design.
2. **Post Plan in Hand Plan Submittal** the following plans with the limits of construction are to be submitted to the LAD PC at the completion of the functional design. Below is the order the plans are to be arranged in the plan set.

#### **Draft PS&E Submittal Plan review**

NOTE: upon receipt of the Draft PS&E Plans on projects NDOT has assumed the duties of the Responsible Charge (typically projects located outside of MAPA and LCLC) the NDOT's Right of Way Division will prepare the ROW Cost Estimate.

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the Post Plan in Hand Plan review.
2. **Draft PS&E Submittal** the Consultant shall submit a draft PS&E package, to the Project Liaison and LAD PC for final review. The package will include the plan set and total project quantities.

**The only revisions to the Draft PS&E plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts or revisions requested by an affected railroad.**

## **Final PS&E Submittal/Blue Line Corrections**

1. **Final PS&E Submittal.** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the LAD Project Coordinator for the final PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:

- i. Electronic Plan Data for the Contractor:
- ii. Slope staking information at locations where grading is to be completed to flatten slopes, construct guardrail and mailbox turnouts, and construct new erosion control curb and flumes. The Consultant shall provide the State with samples of these items for approval of the formats and information. Final construction information to be submitted as directed by the NDOT Project Coordinator.
- iii. Subgrade and finish grade information for new construction (previously blue tops and paving grades).

2. **Address comments or questions** during PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review. And making corrections per PS&E Comments (not to include errors or omissions), this includes corrections based on PS&E comments that make the plans biddable (bluelines).

3. **Electronic CADD files** after PS&E corrections, the Consultant shall upload all electronic CADD files to the State's FTP Site (ProjectWise). The following should also be included:

- a. Documentation File (metadata about the files provided, descriptions, etc.)
- b. CADD Files (\*.DGN format)
  - 1) Alignment File(s), GPK file
  - 2) Roadway Design Feature File(s)
  - 3) ROW Feature File, if applicable
  - 4) Wetlands Feature File
  - 5) Topography Cross Sections (when available)
  - 6) 3D Design Break-line file
- c. Alignment Data
  - 1) LandXML Format
- d. Machine Control Surface Model files (LandXML format)
  - 1) Existing Ground
  - 2) Proposed Finished Grade
  - 3) Proposed Grading Surface
- e. Super-elevation Transition Diagrams
  - 1) Super Diagram or Word Document

4. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).
  
5. **SWPPP** When required by the NPDES Construction Stormwater Permit, the Consultant shall provide a Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP must be developed using NDOT's SWPPP template that will be provided by the Roadside Stabilization Unit. The Roadside Stabilization Unit will complete a redline review of the SWPPP and Erosion Control Plans. The Consultant shall incorporate comments received from the Roadside Stabilization Unit prior to delivery of the final documents.
  
6. **Letting Task**
  - a. Answering questions received from Contractors during Letting Phase
  - b. Supplying Information to NDOT for preparing addendums (*will be supplemented with future contract if needed*)
  - c. Shop drawing review/approvals (*will be supplemented with future contract if needed*) *Anticipated bridge shop drawings include substructure steel, steel sheet piling, and bridge shoring.*

**DELIVERABLES FOR FINAL PLANS (PS&E) PHASE INCLUDE**

- a. Revised Waterway Permit Data Sheet, NDOT Form 290
- b. Floodplain Certification Package
- ~~e. Concrete Box Culvert Request Sheet, NDOT Form 67~~
- d. Opinion of Probable Construction Cost
- e. Two full-size sets of Final Plan electronic files (one stamped/signed and one unstamped/unsigned both with preliminary stamp removed).
- f. Project Information Sheet, NDOT Form 342
- g. Project Quantity Sheet, NDOT Form 343E
- h. Summary of Quantity Sheets, NDOT Form 355
- i. Guardrail Summary, NDOT Form 195
- j. Summary of Quantities and Locations of Surfaced Driveways/Intersections
- k. Table of Drainage Summary Items, "Horse blankets"
- l. Length Sheet, NDOT Form 415
- m. PS&E Required Sheet, NDOT Form 280
- n. Grading Item Summary, NDOT Form 64E
- o. Special Provisions
- p. Standard Plan listing
- q. Special Plan listing
- r. Certification of Compliance, NDOT Form 366
- s. Floodplain Certification and Permit (If applicable)
- t. Construction and working day estimates

## RIGHT-OF-WAY DESIGN SERVICES

**Overview:** The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way. The consultant will complete and submit title research, legal description, and ROW plans.

**Qualifications, Knowledge and Experience.** The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type.

**Software, Equipment, and Submission Requirements.** Title researcher will be responsible for providing all necessary equipment, supplies, materials, and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be submitted using the specified file naming convention.

**Format of Right-of-Way plans** The Consultant shall submit all Right-of-Way plans as half-size plans plotted at the appropriate scale. They must measure the standard 11"x17" paper that is used in any normal Xerox machine. The margins must measure as follows: left margin must be approx. 1-inch, right margin must be approx. 5/16 inch, and the top and bottom margins must be approx. 3/8 inch. The border used must be the one supplied with the ROW cell file. It measures approximately 15 5/8 inches x 10 3/8 inches when plotted at 1" = 200' scale. The scale of the ROW plan sheets will match the scale of the roadway plan sheets. Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. The Consultant shall follow the State's "CADD Drafting procedures and guidelines" in preparing the project plans. Sheets must be set up according to the State's procedures. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines. The CADD files must conform to the following standards and conventions:

Graphic elements must be placed in accordance with the State MicroStation Right-of-Way element attributes standards. Working units must be:

1. Master Units = Ft
2. Sub Units = 1000 TH
3. Position Units = 1

File names must use State CADD naming convention.

**Data Transfer** It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the State and for all electronic files prepared by the Consultant and supplied to the LPA/State. The State and the Consultant shall transfer all Graphic files in a MicroStation dgn. Format. A

data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system. All computer files shall be provided on either compact disk (CD) or loaded to State's FTP site unless otherwise specified. The State will provide instructions and password for FTP site with final contract documents.

- 1) **Existing Right-of-Way Base.** This task involves certified title research including collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. Title Searches to be completed by a certified abstractor. Ownership plans will be developed from this information and the consultant will have this task completed prior to the plan-in-hand meeting.
- 2) **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to three tracts associated with this project.
- 3) **Right-of-Way Plan Sheets.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way ownerships, easements and takings will be tabulated and shown on the sheets. Tract Maps with all legal description will be provided by the Consultant.
- 4) **Title Research.** All title research services will be completed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act) and with the NDOT Right-of-Way Manual. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type. The State will provide instructions and password for FTP site with final contract documents. Consultant will be responsible for providing all necessary equipment, supplies, materials, and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format, and submitted to State in readable electronic form. Supporting documents shall be submitted in pdf, jpeg, or tiff format. All deliverables shall be uploaded to an ftp site specified by State using State's file naming convention.
- 5) ~~**Permit to occupy right of way** Projects encroaching on NDOT right of way (utilities, drainage structures, grading, etc.) need to be permitted by the NDOT District Construction office. At the Plan in Hand Plan design stage, NDOT will assist the LPA/LPA's with contacting the District Engineer or Permits Officer to determine if a permit or permits are needed.~~

~~All requests for permitted access shall first be submitted to the District Engineer in whose District such access lies. Requests must be submitted on standard access permit application form available from the Department (NDOT Form 19). The consultant shall provide the following items to the RC for evaluation of encroachments or an access application or the construction of an access:~~

1. ~~Highway and access plan and profile.~~
2. ~~Complete drainage plan of the site showing impact to the highway right of way.~~
3. ~~Map and letters detailing the utility locations before and after development in and along the highway.~~
4. ~~Subdivision zoning and development plan. These should be coordinated with the local officials and their comments should be included with the application.~~
5. ~~Property map indicating other accesses and abutting public roads and streets, including those on the opposite side of the highway.~~
6. ~~Proposed access design details, such as, ADA requirements, or wetlands.~~
7. ~~A Traffic Impact Study, if required.~~

~~The District Engineer will make appropriate comments and forward the application together with the plans and other supporting data to the LADS PC/RC who will coordinate with the Right of Way Division for issuance of the permit.~~

**ROW Deliverables at the Post Plan in Hand Design Stage.**

- a) The title researcher shall review the title research study area ("Study Area") and search the County real estate records to identify each separate parcel of land located within the Study Area. A separate parcel of land is all contiguous land owned by the same owner and held in the same title (e.g., sole owner, joint tenants, tenants in common, etc.).
- b) The title researcher shall provide a copy of the title-vesting document for the current owner of each parcel of land in the Study Area.
- c) The title researcher shall list all owners of record of the parcel within the preceding 5-years and include a copy of each additional instrument conveying title to each owner identified.
- d) Title researcher shall provide a Certificate of Title Report for each parcel within the study area. This Title Report shall be on the State's approved Certificate of Title Report form (or a preapproved form) to report such information. Each Title Report shall also include the following information:
  - i) The name of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).
  - ii) The owner's mailing address as shown in the County Assessor or Treasurer's records.
  - iii) If the owner of record is known to be deceased, the Case Number of the Deceased's Probate along with the name(s) of court appointed Personal Representative(s) if available.
  - iv) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents.
  - v) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.
  - vi) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, and irrigation or others that encumber or restrict the use of the land. Consultant should not provide easements for public utilities (water, sanitary sewer, power, gas, cable, telephone, and telegraph).

- vii) All recorded leases except oil and gas leases.
- viii) List the document recording information for each record listed in the title report to include the date of record and instrument number.
- ix) The legal description for the subject parcel of land.
- x) Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.
- xi) Name, signature, and license number of abstractor and title effective date.
- e) Provide copies of all supporting documentation (deeds, easements, etc.) that are listed in the title report in an electronic format type using the document naming convention as specified. Consultant should not provide copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.
- f) If applicable, Consultant shall provide copies of subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes.
- g) Provide copies of deeds, easements, dedications, plats, etc., for any property acquired by or conveyed to governmental entities.
- h) Provide copies of County Cadastral Maps in counties that do not have a GIS website.

Title Report and Supporting Document Naming Convention. For each parcel - two separate electronic files must be submitted as detailed below:

1. For each parcel - One electronic file containing the Title Report
2. For each parcel - One electronic file containing all supporting documents. This file should include all documents as specified under the above ROW Deliverables at the Post Plan in Hand Plan Stage.
3. For each electronic file - file names should be simple, easy, and logical. File names should include last name of private owner or first name of company.

**Examples of File Names**

<b>Vesting Owner</b>	<b>Title Report File Name</b>	<b>Documents File Name</b>
Joe Smith	Smith TR	Smith Documents
Lincoln Methodist Church	Methodist Church TR	Methodist Church Documents
MSD LLC	MSD TR	MSD Documents
Sam Jones and Doug Peters	Jones TR	Jones Documents
AJ Brown Auto Body	Brown TR	Brown Documents

The Consultant is to submit a geographically oriented base file in MicroStation \*.dgn format showing the following information for the entire project. Files may be submitted in one file or in reference files, all necessary reference files need to be in the submittal.

- Surveyed Topography
- All construction items (feature file)
- Limits of construction.
- ROW Survey (section corners, lot corners, etc.)
- Ownership information (property lines, owner names, lot numbers, lot lines, tract numbers, etc.)
- ROW Design (new ROW, PE's and TE's)
- ROW patterning (if placed in the base file)
- Air photo if used

On Projects that NDOT is acquiring ROW, the consultant shall submit a kmz file.

### Prepare Right of Way Cost Estimate

**Overview** NDOT will prepare the ROW Cost Estimate on projects located outside of the Metropolitan Planning Organizations (MPO) of Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City Lancaster County (LCLC). If project is within an MPO, ROW Cost Estimate will be completed by the LPA as detailed below.

If an LPA in MAPA or LCLC elect to outsource preparation of the ROW Cost Estimate, they may do so provided the ROW Cost Estimate is prepared by a real estate professional knowledgeable of land values in the area of the project and the ROW Cost Estimate is prepared using the following criteria:

**ROW Cost Estimates** should include an estimate of the current value of the takings, any damage costs, incidental costs (such as appraisal fees, negotiator fees, title fees, etc.), relocation expenses, possible condemnation costs, and demolition fees, (ROW Cost Estimate form PA-4).

The following items are required in the estimate:

1. ~~Land Value~~—The land value for all fee takings and easements shall be calculated on a square foot cost basis in urban areas and by the acre in rural areas. Each tract shall be evaluated as to zoning and type of use, such as business, residential, and public use. Not all tracts will be valued at the same square foot price.
2. ~~Damage Costs~~—Damage costs must be determined for each tract. These will include cost to cure items and damages to the remainder of the property.
3. ~~Relocation Costs~~—Any residential properties or businesses that will be acquired, as part of the project needs to be included in the ROW Estimate. The estimated value of the home or business and the additional relocation costs (relocation payments to the owner, tenant, and Consultant fees) for each tract will be identified on the Estimate as Relocation Costs.
4. ~~Administrative Costs and Incidental Expenses~~—These costs will include the fees for the Appraisal, Appraisal Review, and Consultant negotiation fees. An incidental cost should be included for each tract on the project if the LPA is hiring ROW Consultants.

5. ~~Demolition Contracts~~ should also include any costs associated with hazardous materials removal.

6. ~~Advertising Sign Cost~~ if applicable

7. ~~Condemnation Costs/Administrative Settlements~~ indicate the anticipated percent of parcels affected by either condemnation costs or administrative settlements.

The ROW Cost Estimate includes the cost to research and acquire the right-of-way for the project, including easements. It includes the right-of-way costs for storm water management, wetland mitigation, and other work outside of the roadway prism. Contractual obligations with property owners to relocate fencing, reconstruct gates, relocate sprinkler systems, etc. are a ROW cost and are not to be a construction item.

The cost to repair sprinkler systems on public right-of-way is ineligible for federal participation. However, Local Public Agency policies may provide local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project.

The cost to repair sprinkler systems on public property is ineligible for federal participation. However, Local Public Agency policies may provide for local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project. The ROW Cost Estimate is to note if local funding is available and the estimated cost of repair of the system in the public right-of-way.

If the extent of the right-of-way acquisition is not known, then a contingency should be added based upon historical settlements and awards for condemnation cases, which must include costs for attorneys, engineering research, witness research, survey, and staff time. The right-of-way acquisition schedule needs to be considered. Right-of-way acquisition costs will increase quickly in rapidly developing areas. Costs must include relocation assistance and benefits for displaced individuals, families, businesses, governments, and nonprofit organizations. Special acquisitions, such as those from government sites can be time-consuming and costly. The LPA recognizes right-of-way estimates are dependent upon the accuracy and reliability of information concerning the locations of the right-of-way limits on a project. A small change in the locations of the right-of-way line, or a change in access control or drainage retentions placement, particularly in commercial areas, can affect the right-of-way cost estimate by millions of dollars because of required damage payments such as severance or business damages.

It is anticipated a ROW Cost Estimated is needed for \_\_\_\_\_ tracts.

**Deliverables:** ROW Cost Estimate form PA-4.

## **Bridge Design Services**

### **Description**

This scope provides for engineering services to provide {ex. Bridge Design Data Sheets and TS & L's, Final Bridge Design, Final Bridge Plans, Bridge Load Rating, and Construction Services for structure U220002015.

### **State to:**

1. Provide as-built plans of existing structure.
2. Provide subsurface investigation report and foundation recommendations (including boring logs, allowable soil pressure and bearing pile resistance for a selected pile type).
3. Provide pile order lengths.
4. Provide the latest copy of Bridge Office Policies and Procedures Manual. (BOPP Manual) (Available on NDOT website)
5. Provide MicroStation \*dgn. Format bridge design files, including base sheets, current design standards, libraries, etc. (Available on NDOT website)
6. Provide a sample set of typical bridge plans.
7. Provide hydraulic data sheet.
8. Provide latest bridge inspection reports.
9. Provide Sufficiency Ratings and HS Ratings of existing bridges.
10. Provide available survey information.
11. Provide preliminary roadway design plans.
12. Determine lighting locations on the bridge(s).
13. Provide traffic data.

### **Applicable Publications**

The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and design criteria furnished by the State. These publications and others which the Consultant shall use in this work are:

1. AASHTO LRFD Bridge Design Specifications (Ninth Edition)
2. Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards 2016 (or latest edition).
3. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 (or latest edition)
4. Nebraska Department of Transportation Bridge Office Policies and Procedures Manual. (BOPP Manual)

### **Project Plans Formant. Convention and CADD**

All full-sized plan sheets must be 24" x 36". The margin on the right will be 1/2", the margin on the top and bottom will be 1" and the margin on the left side (binding edge) will measure 2". The border will measure 22" x 33 1/2". Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material which

does not produce an acceptable reproduction will be returned to the Consultant for rectification.

The CADD files must also conform to the following standards conventions:

- Graphic elements must be placed according to NDOT-Bridge level conventions as described in the README DGN file.
- Working units must be:
- Master Units = Survey Feet, Label: ' "
- Sub Units = inches, Label: " "
- Resolution = 1000 per distance survey foot
- File names must use NDOT-Bridge CADD naming convention as described in the Bridge Office Policies and Procedures Manual.

### **Data Transfer**

The Consultant shall create and transfer all plan files to the State in MicroStation \*dgn. Format. It is the Consultant's responsibility to obtain the MicroStation \*dgn. Format software.

The MicroStation \*dgn. Format software files shall be transferred to the State via NDOT's FTP site.

### **1. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Non-Hydraulic Structures**

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:

\_\_\_\_\_

\_\_\_\_\_

The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

- 1) Sectional Elevation View of Bridge
  - a. Span arrangement
  - b. Locations of substructure elements
  - c. Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to the bridge.
  - d. Low girder elevations
  - e. Vertical clearances of bridge to roadway/railroads below
  - f. Grade elevations of bridge and other critical elevations
  - g. Top of pier footing elevations
- 2) General Plan View of Bridge
  - a. Span arrangement
  - b. Locations of substructure elements
  - c. Locations of existing roadway/railroads
  - d. Horizontal clearances to substructure elements
- 3) Typical Cross Section of Bridge Roadway/Superstructure
  - a. Girder type designation

- b. ~~Girder spacing~~
  - e. ~~Clear roadway width of bridge~~
  - d. ~~Phasing (if any)~~
- 4) ~~New Grade Profile Sketch~~
  - 5) ~~Structure Location Note~~

The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.

**2. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Hydraulic Structures**

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:

U220002015

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The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

- 1) ~~Sectional Elevation View of Bridge~~
  - a. ~~Span arrangement~~
  - b. ~~Locations of substructure elements~~
  - c. ~~Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge (where applicable).~~
  - d. ~~Low girder/slab elevations~~
  - e. ~~Grade elevations of bridge and other critical elevations~~
  - f. ~~Top of pier footing elevations~~
  - g. ~~Bottom of sheet pile or abutment wall elevation~~
  - h. ~~Bottom of pile bent encasement elevation~~
  - i. ~~H.W. Elevation (Q100)~~
- 2) ~~General Plan View of Bridge~~
  - a. ~~Span arrangement~~
  - b. ~~Locations of substructure elements~~
  - c. ~~Location of existing bridge~~
- 3) ~~Typical Cross Section of Bridge Roadway/Superstructure~~
  - a. ~~Girder type designation~~
  - b. ~~Girder spacing~~
  - e. ~~Clear roadway width of bridge~~
  - d. ~~Phasing (if any)~~

Show all hydraulic information as shown in the hydraulic data sheet. Also, show elevation and plan view of riprap layout, channel shaping and channel transition back to the natural channel, to scale. Show ordinary high water (OHW) elevation. Existing Profiles, New Grade Profile Sketch, Structure Location Note The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the

~~Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.~~

### **3. Final Bridge Design**

The Consultant shall prepare final bridge design plans for the structure(s) as described in this Scope of Services, and as detailed in the bridge design data sheets approved by the State. Because the bridges in this Scope of Services may be different types, some of the items in this section and the following section may not apply for each structure.

- 1) The Consultant shall compute quantities according to the standard bid items in the Standard Specifications.
- 2) The Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Consultant shall prepare special provisions for any bid item not in accordance with the Standard Specifications.
- 3) If any proprietary items are specified in the final design plans, the Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names. In addition, the Consultant shall provide to the State any technical brochures pertaining to the proposed products.
- 4) *75% Bridge Plan Submittal.* The Consultant shall submit to the LAD PC PDF plans via the State's FTP site for the 75% review when the initial design and detailing is completed, but prior to the checking. To avoid delays in the design, during this period of preliminary review, the Consultant may proceed with the bridge design check.
- 5) *90% Bridge Plan Submittal.* The Consultant shall submit to the LAD PC PDF plans via the State's FTP site for the 90% review when the design and detail check is complete, and a draft copy of the special provisions.
- 6) *100% Final Bridge Plan Submittal.* The Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations are completed. The consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations. Also, to be submitted, is one complete set of quantity calculations and one complete set of quantity check calculations (including copies of any applicable computer output). All design/check calculations and all quantity/check calculations, the Word files for the special provisions, and a PDF of the final bridge plans shall be submitted via LAD PC.
- 7) The Consultant shall do the design check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations.
- 8) The Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design check calculations, and quantity calculations and check quantity calculations. The

Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.

- 9) The Consultant shall provide shim data (deflections due to slab and curb/rail weight).

#### 4. Final Bridge Plans

Requirements for bridge design plans:

- 1) The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in this Scope of Services.
- 2) The Consultant shall provide a title block along the right side of each sheet that is in conformance with the "Bridge Office Policies and Procedures Manual".
- 3) The Consultant shall draft all structural details at a scale which will clearly show all details, notes, and lettering when the plans are reduced to half size.
- 4) The Consultant shall put the seal and signature of a registered professional engineer licensed to practice in the State of Nebraska on all sheets of the final design plans.

#### 5. Load Rating Services

Load Rating Services shall include the following:

1. Provide bridge rating using BrR software. A Load Rating Summary Sheet (BR Form 465, current version; form available on NDOT website) and the load rating calculations shall be provided for the bridge.
2. The load rating shall include analysis for the Special Haul Vehicles SU4, SU5, SU6 and SU7 Trucks shown in the latest version of the Manual for Bridge Evaluation. NDOT Rating Trucks shall also be included in the load rating analysis.

The load rating shall be performed in accordance with NDOT's Bridge Inspection Program Manual. The consultant should utilize the Load Rating Report checklist in this manual when completing the load rating.

#### ~~6. Girder Shim Calculations (will be handled as a supplement to this contract)~~

- ~~1) The Engineer shall provide to the Consultant the height of instrument elevation and the rod readings taken on top of the girders at the points designated by the Consultant.~~
- ~~2) The Consultant shall calculate the girder shims of each point and provide the results to the Engineer.~~
- ~~3) The Consultant shall recommend any needed adjustments to the grade, shear connector embedment, etc. to provide for proper girder shims.~~

NOTE: The State may make suggestions or comments and will attempt to return the plans within approximately two weeks after receiving the plans from the Consultant for the above bridge plan submittals.

## Environmental Services and Coordination

Environmental coordination requires the Design Consultant to work with the NEPA Consultant to ensure environmental commitments are met. The RC is responsible for coordinating these efforts.

- 1) **Review of NEPA documents and commitments.** The Design Consultant shall review the NEPA Documents for any commitments made that must be addressed during the design.
- ~~2) **NEPA exhibits.** The Design Consultant will provide the NDOT with exhibits as needed for the development of Public Involvement.~~
- 3) **Preliminary Waterway Permit Data Sheet.** The Design Consultant will complete form NDOT-290 for the project.
- 4) **Wetlands Impacts.** The Design Consultant will provide limits of construction to the Environmental Consultant for calculation of impacts to wetland areas delineated. This information shall be provided in the final plans on the E Sheet.
- 5) **Permits.** The Design Consultant shall prepare and submit on behalf of the LPA the following permits, certifications, and forms. The Consultant shall copy the RC (NDOT) on all applications submitted.
  - a. Floodplain Permit (Design Consultant)
  - b. Wetland Impact calculations form NDOT 290 Waterway Permit Data
  - c. The need or potential need for a FAA Form 7460-1 should be noted in the plan-in-hand report and added as a special provision in the PS&E package by the design consultant.

## PUBLIC INVOLVEMENT

~~The Consultant) shall serve as the agent for the Client, representing the Client in all matters related to public involvement services for this project, with the exception of (list any tasks to be conducted by the Client or others):~~

- ~~1. Civil Rights Analysis~~
- ~~2. Preparation of a distribution list of stakeholders and contiguous property owners~~
- ~~3. Preparation and dissemination of a press release in regard to public involvement~~
- ~~4. Ordering and posting temporary public meeting highway signs (if needed)~~

~~It is anticipated that the project will require the following major tasks (include the following, as appropriate):~~

- ~~1. Public Information Meeting (PIM)~~

#### **APPLICABLE PUBLICATIONS:**

~~Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT website.~~

~~NDOT Public Involvement Procedure~~

~~<http://dot.nebraska.gov/media/3964/ndor-public-involvement-procedure.pdf>~~

#### **CLIENT SHALL PROVIDE:**

- ~~1. If applicable, cover any costs associated with securing or using meeting venue(s)~~
- ~~2. Distribution list of stakeholders and contiguous property owners~~
- ~~3. Press Release to be sent two weeks prior to public information meeting (optional)~~
- ~~4. Temporary signage to be installed 15 days prior to public information meeting (if needed)~~
- ~~5. Templates for standard reports, legal notices, handouts, comment response letters, etc., for materials being developed for Client~~

#### **CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:**

~~Consultant will work with the Client to develop a Public Involvement Plan to address public notification, develop a database of project stakeholders and plan for the PIM, one-on-one meetings, or agency meetings that might be necessary. Consultant will assist the Client in conducting a Public Information Meeting (PIM) including setup, facilitation and teardown. Consultant will:~~

- ~~1. **Identify Venue** and arrange for booking. Provide a meeting venue floor plan including identification of ADA compliant access routes, location of display and presentation materials, and seating arrangement, if applicable;~~
- ~~2. **Prepare a Legal Notice** of meeting to include project location, purpose and need, planned construction, state if additional right of way or easements will be needed to construction the project, additional impacts and construction schedule~~
- ~~3. **Public Notice Publication**, verify local newspaper distribution schedule and critical dates and submittal information related to legal advertisements. Client will place advertising for the public notice in one local (Nebraska Press Association (NPA) certified paper at least 15 days prior to event with two affidavits of publication.~~
- ~~4. **Postal Outreach**, Prepare and distribute invitations to property owners directly adjacent to the project and other project stakeholders from a list provided by the Client, anticipate \_\_\_ invitations sent through the U.S. Postal Service.~~

5. ~~4f Informational Poster~~, \_\_\_ posters showing publicly owned park and recreation areas that are open to the general public, publicly owned wildlife and waterfowl refuges, and public or privately owned historic sites. The term historic sites include prehistoric and historic districts, sites, buildings, structures or objects listed in, or eligible for, the National Register of Historic Places, if applicable;
6. ~~Prepare aerials~~ with proposed alternatives and potential impacts;
7. ~~Posters~~, anticipate \_\_\_ other informational posters, note types of posters.
8. ~~Develop Advertising~~ for public meetings \_\_\_ radio ads, \_\_\_ website.
9. ~~Provided Translators~~ for public information meeting and for public meeting anticipate \_\_\_ documents (if needed).
10. ~~Prepare a Fact Sheet~~ suitable for a mailer or handout at the PIM; The Fact Sheet will be similar to the legal notice and include the project location, purpose and need, scope of work, traffic volumes, construction schedule, accommodations of traffic, ROW, potential impacts, additional costs, location map/detour map and appropriate logos (FHWA, NDOT, Client's logo, Preliminary Plan Stamp — NO consultant logos / branding);
11. ~~Prepare for and Attend the Public Meeting~~ meet approximately 15 minutes before the actual public meeting for the project team to review key facts/information and to go over any potential issues and to provide suggestions on how to approach questions and/or conflicts.
12. ~~Prepare a matrix~~ summarizing general comments and concerns from the public meeting and written comments. The client will identify those comments which warrant a response. The Consultant will prepare \_\_\_ draft responses and revise them as needed based on the Clients review comments. The approved responses will be mailed by U.S. Postal Service. The Consultant is to anticipate \_\_\_ responses.
13. ~~Summary Memo~~, the Summary Memo is summary of what done to involve and inform the public of the proposed improvements and to solicit the public's comments and concerns.
14. ~~Public Involvement Report~~, (which will include a summary of the outreach performed [tools used, information about the distribution list, legal notice publication dates, specified comment period date, etc.], a table of summarized comment/responses, and attachments that consist of what the public received in their project information packet, the comments received, and the final signed responses to the comments. The public involvement report/summary memo and

~~attachments shall be attached to the CE. [Additional deliverables shall be inserted for various levels of public outreach.]~~

~~15. Public Information Packet. Consultant will assist the Client in the development of a Public Information Packet, as described by NDOT's PI Reports outline. Consultant will:~~

- ~~• Prepare Cover Letter~~
- ~~• Develop Comment Form~~
- ~~• Include the Legal Notice~~
- ~~• Include the Fact Sheet in the packet~~

~~16. Packet Distribution. Consultant will coordinate the mailing of the Public Information Packet, using a distribution list provided by the Client. The Client will coordinate hand delivery of packets to the businesses and property owners adjacent to the project~~

#### ~~17. MEETINGS~~

~~Meetings anticipate:~~

- ~~\_\_\_ Kickoff meeting~~
- ~~\_\_\_ Project status meeting(s)~~
- ~~\_\_\_ Public meeting~~
- ~~\_\_\_ Comment review meeting(s)~~
- ~~\_\_\_ One-on-one meeting(s)~~
- ~~\_\_\_ Agency meeting(s)~~

~~Other. (Additional project specific tasks may be added here).~~

#### ~~DIRECT COST ITEMS~~

- ~~• Venue;~~
- ~~• Nametags, Sign-In Sheets, comment forms.~~
- ~~• Informational posters~~

#### ~~DELIVERABLES: \_\_\_~~

- ~~1. \_\_\_ Project Schedule~~
- ~~2. \_\_\_ Monthly Invoices and Progress Reports~~
- ~~3. \_\_\_ Meeting Minutes~~
- ~~4. \_\_\_ Public Information Meeting Documents and Maps~~
- ~~5. \_\_\_ Public Involvement Summary Memo of entire public involvement process, public comments and responses to written comments~~
- ~~6. \_\_\_ Public Involvement Report~~
- ~~7. \_\_\_ Stakeholder letters addressing Comments~~

## WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION

The Consultant shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around existing water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor reconstruction or relocation involving a public utility due to a roadway improvement and not a project initiated by the utility. Sometimes it is beneficial for municipalities (LPAs) to upgrade existing facilities concurrently with a transportation construction project. Federal aid Highway Transportation funds may not be used for betterments to water or wastewater systems. Only portions of the system directly impacted by improvements to the roadway may receive Federal aid Highway Transportation funds. The pay items for improvements to the water and wastewater systems will need to be separated out from the pay items for which Federal participation is allowed.

1. Wastewater Reconstruction Plan Sheets. The design of the wastewater collection system shall comply with the requirements of the Federal and State Clean Water Acts. Design and construction of facilities for the City's the design of the system shall generally follow the Recommended Standards for Sewage Works, a Report of the Committee of the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers (10 State Standards). Details of construction shall conform to the LPA's Standard Specifications for Municipal Construction and Standard Plans if applicable. All plans for construction of wastewater system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department and the State of Nebraska Department of Environmental Quality prior to construction.

- Horizontal Alignment
- Vertical Alignment
- Detail Drawings
- Utility Conflict Verification and Resolution

2. Water Main Reconstruction The design of water mains, water distribution systems, valves, backflow preventers, fire hydrants, etc. shall comply with the Federal and State Safe Drinking Water Acts. The design of the system shall generally follow the standards of the American Water Works Association (AWWA) and the Recommended Standards for Water Works, a Report of the Committee of the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers (10 State Standards). The design and construction of the improvement shall comply with LPA's Standard Specifications for Construction and Standard Plans if applicable. Fire flow requirements shall generally follow those in the Fire Suppression Rating Schedule published by the Insurance Services Office. All plans for the construction of water system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department, the Local Fire Department and if applicable the State of Nebraska Department of Health and Human Services, prior to construction. The Nebraska Safe

Drinking Water Act and regulations require plans and specifications for all major construction related to public water systems be prepared by a registered professional engineer and be approved by the Department of Health and Human Services before construction costs are committed by the system owner. The law defines major construction as structural changes that affect the source of supply, treatment processes, or transmission of water to service areas, but it does not include the extension of service mains within an established service area.

- Horizontal Alignment
- Vertical Alignment
- Detail Drawings
- Utility Conflict Verification and Resolution

## Geotechnical

**Geotechnical Investigations** Consultant will provide geotechnical investigations of the subgrade on areas to be surfaced; roadways, parking lots, trails with borings every 500 feet unless otherwise directed by the engineer and prepare the pavement determination.

### 1. Data Research

Based upon current site topography, the site grading is expected to be minor, with cuts and fills sloped at 3H:1V or flatter. Borings will be taken, expect \_\_\_\_\_ soil test(s) with the project. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual. The field exploration program consists of the following:

Number of Borings	Boring Depth (feet)	Planned Location

### 2. Geotechnical Report

The Consultant shall prepare and submit a geotechnical report to the LAD PC for routing and for review.

- i) The geotechnical engineering report shall include, as applicable, the following field and laboratory information:
  - (1) Discussion of geotechnical analysis
  - (2) Geotechnical recommendations
    - (a) for use in designing retaining walls, bridges, and pavements for the project
  - (3) Boring Logs
  - (4) Density and moisture content of undisturbed samples

- ~~(5) Unconfined compressive test, triaxial test, direct shear test, and consolidation test reports~~
- ~~(6) Soil classification data~~
- ~~(7) Other information as requested by NDOT~~

### Coordination for Railroad

~~Scope will be provided when applicable to project.~~

### Traffic Analysis

The Consultant shall obtain existing traffic volume data for Bluff Road near the bridge structure and provide future traffic volume forecasts.

#### 1. Existing Traffic Data

The Consultant shall collect 72-hour traffic volume data for Bluff Road, near the bridge location, to verify existing Average Daily Traffic (ADT) and truck volumes. Data will be collected on a Tuesday, Wednesday and Thursday when all local schools are in session and no adverse weather conditions are occurring. Video data will be collected using Miovision video data collection equipment and technology.

#### 2. Traffic Volume Forecasting

The Consultant shall develop future year daily traffic volumes based on the city's planned future growth and development in the area and other historic volume trends, as available. Traffic volume scenarios will be developed for 2026 opening day and 2046 future year. The results and methodology for determining future traffic volumes will be summarized in a memorandum.

### Schedule

**Project Timeline.** The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated upon Notice to Proceed as well as quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

Notice to Proceed for PE	January 2024
Submit Plan in Hand Plans with LOC's and existing ROW	May 2024
Start NEPA	December 2023
Start Right-of-Way Design	November 2024
Submit Post Plan in Hand Plans	August 2024
Prepare ROW Cost Estimate	TBD
Complete NEPA	November 2024
Submit Draft PS&E plans	June 2025
Complete ROW Negotiations and Acquisitions	August 2025
PS&E Turn in	September 2025
Let Project	April 2026

**Nebraska Department of Transportation - Local Assistance  
Division Plans Assembly (current as of July 2021)**

Sheet Number & Order	Plan Sheet (As Required)	Created By	Sheet Description <small>*See NDOT Roadway Design Manual</small>	Sheets Required for Plan Sets				
				Per	Functional	Prelim P&E	POS	
A	Title Sheet	Consultant/PDU	See Section 4.A	X	X	X	X	
B	Typical Cross-Sections	Consultant	See Section 4.B	X	X	X	X	
C	Summary of Quantities	PDU	See Section 4.C					X
D_	Summary of Soil and Materials Survey Information	Consultant	See Section 4.D					X
E_	Environmental or Aerial Sheets including Wetlands (when applicable)	Consultant	See Section 4.E	X	X	X	X	
F_	Horizontal Alignment and Control Points	Consultant	See Section 4.F	X	X	X	X	
G	General Information Sheets	Consultant	See Section 4.G	X	X	X	X	
H_	Phasing Plans	Consultant	See Section 4.H	X	X	X	X	
J1 Thru J	Large Scale Plans:	Consultant	See Section 4.J					
J_	Geometrics and Grades	Consultant	See Section 4.J	X	X	X	X	
J_	Drainage	Consultant	See Section 4.J	X	X	X	X	
J_	Construction & Removal (on separate sheets if necessary)	Consultant	See Section 4.J	X	X	X	X	
J_	Erosion & Sediment Control w/ Wetland Areas	Consultant	See Section 4.J	X	X	X	X	
K_	Utility Rehabilitation (project by project basis)	Consultant	See Section 4.J					
L	Plan and Profile or Plan Over Plan Sheets	Consultant	See Section 4.K	X	X	X	X	
M1	Traffic Control Plans	Consultant	See Section 4.L		X	X	X	
M	Temporary Pavement Marking Plan	Consultant	See Section 4.L				X	X
M	Signing Plans	Consultant	See Section 4.L				X	X
N_	Roadway Lighting Plans	Consultant	See Section 4.M	X	X	X	X	
O_	Intelligent Transportation Project Plans	Consultant/	See Section 4.N and Chapter Fourteen: Traffic, Section 5					X
P_	Landscaping	Consultant	See Section 4.O				X	X
Q_	Earthwork Data Sheets	Consultant	See Section 4.P		X	X	X	
R	Drainage Structure Cross-Section Sheets	Consultant	See Section 4.Q	X	X	X	X	
S_	Bridge Plans (Bridge, Approach Slab, Paving Section)	Consultant	See Section 4.R	X	X	X	X	
T_	Special Plans from Bridge (CBC, etc.)	Consultant	See Section 2.C				X	X
U_	Special Plans from Roadway (Area Inlets, Guardrail etc.)	Consultant/ PDU	See Sections 2.B & 2.C				X	X
V	Other Plans as Needed		See Section 2.C					
W1 Thru W_	Right-of-Way Plans	Consultant	See Sect. 4.S and Chap. Fifteen: Right-of-Way					
	Ownership	Consultant	Chap. Fifteen, Sect. 2.B	X	X			
	Appraisal	Consultant	Chap. Fifteen, Sect. 2.D			X	X	
	PS&E Turn-In	Consultant	Chap. Fifteen, Sect. 2.F					X
X1 Thru X_	Roadway Cross-Sections	Consultant	See Section 4.P	X	X	X	X	
Std. Plans	Standard Plans	Consultant PDU	See Section 2.A					X

**Staffing Plan (CPFF)**

**Preliminary & Final Design**

**Project Name:** Seward East  
**Consultant:** JEO Consulting Group  
**Consultant PM:** Steve Arens, 402.474.8762, sarens@jeo.com  
**LPA RC:** Michael Oneby, 402.643.2928, michael.oneby@cityofsewardne.gov  
**NDOT PC:** Paul Kieper, 402.497.3944, paul.kieper@nebraska.gov  
**Date:** December 1, 2023

**Project Number:** BRO-7080(56)  
**Control Number:** 13524



#	Code	Classification	#	Code	Classification
1	PM	Project Manager	6	WRED	Water Resources Engineer
2	SENG	Sr. Engineer	7	RLS	Registered Land Surveyor
3	ENG	Engineer	8	SUR	Surveyor
4	SDES	Sr. Designer/Technician	9	TENG	Traffic Engineer
5	DES	Designer/Technician	10	ADM	Administrative

<b>Overhead Rate<sup>[1]</sup></b>
204.48%
<b>Fee for Profit Rate<sup>[2]</sup></b>
11.40%
<b>FCCM (if applicable)</b>
1.74%

**BLENDED RATES TABLE**

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications <sup>[3]</sup>	Current Actual Salary Rate/Hr <sup>[4]</sup>	% Assigned
<b>Project Manager</b>			
Steve Arens	Senior Structural Project Manager, PE, SE	\$77.30	50%
Jay Fallick	Senior Roadway Project Manager, PE	\$79.48	50%
		<b>Blended Rate:</b>	<b>\$78.39</b>
<b>Sr. Engineer</b>			
Steve Arens	Senior Structural Project Manager, PE, SE	\$77.30	25%
Jay Fallick	Senior Roadway Project Manager, PE	\$79.48	25%
Jesse Sire	Senior Bridge Engineer, PE	\$64.01	25%
Anthony Cameli	Senior Roadway Engineer, PE	\$53.85	25%
		<b>Blended Rate:</b>	<b>\$68.66</b>
<b>Engineer</b>			
Jordan Vietz	Roadway Engineer, PE	\$38.46	50%
Andrew Eisenbraun	Bridge Engineer, PE	\$39.93	25%
Jess Revell	Bridge Engineer, PE	\$38.52	25%
		<b>Blended Rate:</b>	<b>\$38.84</b>
<b>Sr. Designer/Technician</b>			
Mark Templeman	Senior Designer	\$74.52	100%
		<b>Blended Rate:</b>	<b>\$74.52</b>
<b>Designer/Technician</b>			
Ryan Weyers	Roadway Engineer, EI	\$27.00	50%
Ben Murphy	Bridge Engineer, EI	\$33.13	50%
		<b>Blended Rate:</b>	<b>\$30.07</b>
<b>Water Resources Engineer</b>			
Brian McDonald	Senior Engineer, PE	\$70.24	100%
		<b>Blended Rate:</b>	<b>\$70.24</b>
<b>Registered Land Surveyor</b>			
Tyler Weers	Survey Project Manager, LS	\$41.11	50%
Josh Borchers	Survey Project Manager, LS	\$55.29	50%
		<b>Blended Rate:</b>	<b>\$48.20</b>
<b>Surveyor</b>			
Nick Frey	Survey Technician	\$31.00	50%
Ethan Fangmeier	Survey Technician	\$28.00	50%
		<b>Blended Rate:</b>	<b>\$29.50</b>
<b>Traffic Engineer</b>			
Mark Lutjeharms	Senior Traffic Engineer, PE	\$79.33	25%
Mark Friend	Traffic Engineer, PE	\$43.32	75%
		<b>Blended Rate:</b>	<b>\$52.32</b>
<b>Administrative</b>			
Jenny Cyboron	Project Coordinator	\$25.00	100%
		<b>Blended Rate:</b>	<b>\$25.00</b>

# Consultant's Estimate of Hours

# Preliminary & Final Design

**Project Name:** Seward East  
**Consultant:** JEO Consulting Group  
**Consultant PM:** Steve Arens, 402.474.8762, sarens@jeo.com  
**NDOT PC:** Paul Kieper, 402.497.3944, paul.kieper@nebraska.gov  
**Date:** December 1, 2023

**Project Number:** BRO-7080(56)  
**Control Number:** 13524

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PM	SENG	ENG	SDES	DES	WRED	RLS	SUR	TENG	ADM	
<b>I. Project Management</b>	<b>92</b>	<b>36</b>			<b>16</b>					<b>12</b>	<b>156</b>
1. Project Management	90									12	102
2. Project Description / Purpose and Need / Project Details	2	4									6
3. Quality Assurance / Quality Control		32			16						48
<b>II. Meetings</b>	<b>22</b>	<b>26</b>									<b>48</b>
1. Plan-In-Hand Meeting	6	4									10
2. LPA/NDOT Coordination Meetings	14	14									28
3. Meetings with Utilities	2	8									10
<b>III. Survey</b>			<b>1</b>				<b>2</b>	<b>16</b>			<b>19</b>
1. Preliminary Field Survey											
2. Digital Terrain Model											
3. Base Map Preparation											
4. Horizontal and Vertical Control											
5. Section / Property Corners											
6. Existing Utilities			1					2			3
7. Note Reduction / Preliminary Plotting											
8. PIH Staking the Right of Way							1	7			8
9. Negotiations Staking the Right of Way.							1	7			8
10. Staking Right of Way for Condemnation Hearing											
11. Condemnation Plats											
12. Condemnation Hearings											
<b>IV. Preliminary Roadway Design (PIH)</b>		<b>71</b>	<b>80</b>	<b>20</b>	<b>122</b>	<b>12</b>					<b>305</b>
1. Data Collection and Review		1		1							2
2. Roadway Horizontal Alignment		1	2	1	4						8
3. Roadway Vertical Alignment		1	2	1	4						8
4. Template Roadway Cross sections		4	4	8	16						32
5. Limits of Construction		1	2		6						9
6. Earthwork		1	2		6						9
7. Roadway Geometric Design			4		8						12
8. Storm Sewer and Drainage											
9. Roadway and Driveway Culverts		2	6		8						16
10. Construction and Removal		2	2		6						10
11. Utility Coordination/Verification		20	6		6						32
12. Construction Phasing/Detour Route/Temp Roads		2	4		6						12
13. Erosion Control		2	4		4						10
14. Quantities/Estimates		6	12	2	4						24
15. Typical Sections		2	2	1	4						9
16. E Sheets			1		4						5
17. Guardrail		2	4	4	12						22
18. Floodplain Permitting Identification											
19. Floodplain Permitting			1			12					13
20. Plan-in Hand Report		12	2								14
21. Working Day Calculations		4	8								12
22. Pavement Determination											
23. Access Crossing		8	12	2	24						46
<b>V. Post Plan in Hand Plans</b>		<b>10</b>	<b>32</b>	<b>8</b>	<b>44</b>						<b>94</b>
1. Post Plan in Hand Plans		4	20	4	36						64
2. Plan Submittal		6	12	4	8						30

TASKS	PERSONNEL CLASSIFICATIONS										
	PM	SENG	ENG	SDES	DES	WRED	RLS	SUR	TENG	ADM	Total
<b>VI. Draft PS&amp;E Plan Review</b>		14	40	8	32						94
1. Incorporate comments		4	26	4	16						50
2. Draft PS&E Plan Submittal		10	14	4	16						44
<b>VII. Final PS&amp;E Submittal/Blue Line Corrections</b>		13	21	4	27						65
1. Final PS&E Submittal		2	4		16						22
2. Address comments or questions		6	6	2	4						18
3. Electronic CADD files				2	4						6
4. Printing					2						2
5. SWPPP		2	10								12
6. QA/QC		1	1		1						3
7. Letting Task		2									2
<b>IX. Right of Way Design</b>		2	4		16		8	10			40
1. Existing Right-of-Way Base					2		4	10			16
2. Proposed Right-of-Way		2	4		8						14
3. Right-of-Way Plan Sheets					6		2				8
4. Title Research							2				2
5. Permit to occupy right of way											
6. Prepare ROW Cost Estimate											
<b>X. Bridge Design Services</b>		96	106		220						422
1. Design Data Sheets and TS&L											
2. Final Bridge Design		56	48		96						200
3. Final Bridge Plans		36	48		124						208
4. Load Rating Services		4	10								14
5. Review Shop Drawings											
6. Construction Consultation											
7. Girder Shim Calculations											
<b>XI. Environmental Coordination</b>	8	29	11		2	2					52
1. Review of NEPA documents and commitments		4	4								8
2. NEPA exhibits											
3. Preliminary Waterway Permit Data Sheet		6	4								10
4. Wetlands Impacts			2		2						4
5. Floodplain Permit		1	1			2					4
6. Activity Checklists		2									2
7. NEPA Coordination	8	16									24
8. Wetland Impact calculations											
<b>XII. Public Involvement</b>											
<b>XIII. Water Line &amp; Sanitary Sewer Reloc/Reconst</b>											
<b>XIV. Geotechnical Evaluation</b>											
<b>XV. Coordination for Railroad Viaducts</b>											
<b>XVI. Traffic Analysis</b>									42		42
1. Existing Traffic Data									12		12
2. Traffic Volume Forecasting									30		30
<b>Total Days</b>	15.3	37.1	36.9	5	59.9	1.75	1.25	3.25	5.3	1.5	167
<b>Total Hours</b>	122	297	295	40	479	14	10	26	42	12	1,337.0





# Project Cost & Breakdown

# Preliminary & Final Design

**Project Name:** Seward East  
**Consultant:** JEO Consulting Group  
**Consultant PM:** Steve Arens, 402.474.8762, sarens@jeo.com  
**NDOT PC:** Paul Kieper, 402.497.3944, paul.kieper@nebraska.gov  
**Date:** December 1, 2023

**Project Number:** BRO-7080(56)  
**Control Number:** 13524

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Project Manager	122	\$78.39	\$9,563.58
Sr. Engineer	297	\$68.66	\$20,392.02
Engineer	295	\$38.84	\$11,457.80
Sr. Designer/Technician	40	\$74.52	\$2,980.80
Designer/Technician	479	\$30.07	\$14,403.53
Water Resources Engineer	14	\$70.24	\$983.36
Registered Land Surveyor	10	\$48.20	\$482.00
Surveyor	26	\$29.50	\$767.00
Traffic Engineer	42	\$52.32	\$2,197.44
Administrative	12	\$25.00	\$300.00
	1337	<b>Subtotal</b>	<b>\$63,527.53</b>

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	\$1,038.00
<b>Subtotal</b>	<b>\$1,038.00</b>

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$63,527.53
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 3.0 years @ 5.0% /year = 5.13%	\$3,258.96
Overhead @ 204.48%	\$136,565.02
Facility Capital Cost of Money (FCCM) @ 1.740% (labor costs x FCCM%)	\$1,162.08
Direct Expenses	\$1,038.00
Fee for Profit Rate @ 11.40%	\$23,182.07
<b>TOTAL COST</b>	<b>\$228,733.66</b>

- A. Consideration of a Resolution to Approve Supplemental Agreement #1 to the Master Services Agreement with JEO Consulting Group, Inc.

RESOLUTION

PRELIMINARY ENGINEERING SERVICES AGREEMENT  
SUPPLEMENTAL AGREEMENT NO. 1 – BK2268

CITY OF SEWARD

Resolution No. 2024-6

**Whereas:** City of Seward and JEO Consulting Group, Inc. have previously executed a Preliminary Engineering Services Agreement (BK2268) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

**Whereas:** City of Seward understands that it must continue to strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of this Federal-aid project; and

**Whereas:** City of Seward and JEO Consulting Group, Inc. wish to enter into a Preliminary Engineering Services Supplemental Agreement, setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of Seward, Nebraska that:

Joshua Eickmeier, Mayor of City of Seward, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 1 between the City of Seward and JEO Consulting Group, Inc.

NDOT Project Number: BRO-7080(56)

NDOT Control Number: 13524

NDOT Project Description: Seward East

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.

The City Council of Seward, Nebraska:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted

Attest:

\_\_\_\_\_  
Signature City Clerk

6. Items Related to Chapter 213: Animals, Article 1: Dogs, Item 18: Impounding, Fees  
- Police Chief Peters
  - A. Consideration of a Revised Memorandum of Understanding (MOU) with Cross  
Creek Animal Health Center, P.C. for Animal Sheltering Services

# MEMORANDUM OF UNDERSTANDING

BETWEEN  
DR. CORI STAVA, D.V.M. – CROSS CREEK ANIMAL HEALTH CENTER  
&  
THE CITY OF SEWARD NEBRASKA  
FOR ANIMAL SHELTERING SERVICES



This Memorandum of Understanding entered into by and between Dr. Cori Stava – Cross Creek Animal Health Center, hereinafter called “Stava” and The City of Seward Nebraska, hereinafter called “City”, for the purpose of memorializing the agreement of the parties with respect to providing Animal Sheltering Services:

## I. PURPOSE & SCOPE:

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to Stava providing Animal Sheltering Services to the City.

## II. STAVA’S RESPONSIBILITIES:

- A. Stava agrees to provide the City Veterinarian and Impoundment Services as a 24-hour daily Animal Shelter Facility as required and in accordance with City Ordinances Section 6-121 and 6-119. (Exhibit 1).
- B. Stava will conduct animal sheltering and Impoundment Services at The Cross Creek Animal Health Center, 250 A Street, Staplehurst, NE 68439.
- C. Stava agrees that all animals brought to her Animal Shelter, so provided, by the City, shall be held by Stava not less than five (5) days after which time Stava shall dispose of the animal in a humane manner in accordance with methods and standards of the Veterinary profession, unless earlier released as hereinafter provided.
- D. Stava shall be paid \$60.00 for such service for each animal for care and keep, plus expenses for termination injection fee of no more than \$75.00 or agreed upon treatment fees if needed and approved by City Official.
- E. Any animal may be released by Stava to the owner Monday through Friday from the hours of 8am – 5pm or at any other time agreed by Stava and the Owner, provided that suitable proof had been conveyed to Stava that the impound fee as provided by Section 6-119 has been paid, and upon compliance by the owner of the provisions of Section 6-119 as to licensing and rabies vaccination requirements.
- F. Animals so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day by Stava.
- G. Stava will provide a suitable place for disposal and burial of the dead animals disposed of by Stava in accordance with this agreement and attached City Ordinance provisions and assume all liability and placement.
- H. Stava will carry liability insurance for her services and hold City harmless once possession and documented transfer of animal to her facility is completed.
- I. This MOU may be terminated by either Stava or the City with 60 days written notice to respective parties at address of record below. Any notices that are required or contemplated under this Memorandum shall be in writing and addressed to the below parties.

- J. Stava will have ownership of said animal after 5 (five) days and can either euthanize or dispose of /or adopt out animal.
- K. Stava will vaccinate any animal for rabies before release.
- L. Stava will have discretion on vaccinations of any sick animals and have consent of the City of Seward Representative on costs and term of treatments/vaccinations.

**III. CITY OF SEWARD RESPONSIBILITIES UNDER THIS MOU**

- A. City shall pay \$60.00 for such service for each animal for care and keep, plus expenses for termination injection fee of no more than \$75.00 or agreed upon treatment fees if needed and approved by City Official.
- B. City shall pay Stava for all monthly services rendered after Stava sends fully documented invoice and separate impoundment-service supporting invoices to the Cities Finance Director at address below, and claim billing completes its normal payment cycle by the City.
- C. City may post digitals of any animals submitted by Stava on its City Website to assist with Owner Relocation-Recovery efforts.
- D. This MOU may be terminated by either Stava or the City with 60 days written notice to respective parties at address of record below. Any notices that are required or contemplated under this Memorandum shall be in writing and addressed to the below parties.

**IV. EFFECTIVE DATES AND SIGNATURES**

In WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates shown below and services shall be in force beginning April 1, 2014.

**ACKNOWLEDGMENTS:**

x Cori Stava 4/9/14  
 Dr. Cori Stava, D.V.M. Date

250 A Street, Staplehurst, NE 68439

x Brett Baker 9 APRIL 2014  
 Brett Baker - City Administrator Date

POB 38 – Seward, NE 68434-0038

# MEMORANDUM OF UNDERSTANDING

BETWEEN

DR. CORI STAVA, D.V.M.-CROSS CREEK ANIMAL HEALTH CENTER, P.C.

&

CITY OF SEWARD, NEBRASKA

FOR ANIMAL SHELTERING SERVICES

---

This Memorandum of Understanding entered into between Dr. Cori Stava- Cross Creek Animal Health Center, P.C., hereinafter called "Stava" and the City of Seward, Nebraska, hereinafter called "City", for the purpose of memorializing the agreement of the parties with respect to providing Animal Sheltering Services:

I. **PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify roles and responsibilities of each party as they relate to Stava providing Animal Sheltering Services to the City.

II. **STAVA'S RESPONSIBILITIES:**

- A. Stava agrees to provide the City Veterinarian and Impoundment Services a 24-hour daily Animal Shelter Facility as required and in accordance with the State Statutes Section\_\_\_\_, with the understanding that Stava may not be personally available after regular posted office hours, but will make available to the City veterinarian kennel services after office hours.
- B. Stava will conduct animal sheltering and impoundment services at the Cross Creek Animal Health Center, P.C., facility at 250 "A" Street, Staplehurst, Nebraska 68439.
- C. Stava agrees that all animals brought to her animal shelter, so provided, by the City, shall be held by Stava not less than five (5) days, after which time Stava shall euthanize and dispose of the animal in a humane manor in accordance with the methods and standards of the Veterinary profession, unless earlier released as hereinafter provided.
- D. Stava shall be paid \$150.00 for such service for each animal for care and keep, plus expenses for termination injection fee of no more than \$175.00, or agreed upon treatment fees if needed and approved by a City Official.
- E. Any animal may be released by Stava to the animal's owner, Monday through Friday from the hours of 8 a.m. to 5 p.m., holidays excepted, or at any other time as agreed upon by Stava and the animal's Owner, provided that suitable proof is conveyed to Stava that the impound fee as provided by Section II D has been paid, and upon compliance by the animal's Owner in regard to provisions of Section\_\_\_\_ as to licensing and rabies vaccination requirements.
- F. Animals impounded shall be treated in a humane manner, and shall be provided with a sufficient supply of food and fresh water each day by Stava.
- G. Stava will provide a suitable place for disposal and/or burial of the dead animals disposed of by Stava in accordance with this MOU and the applicable State Statutes. Stava will assume all liability for such placement.
- H. Stava will carry liability insurance for her services, and will hold the City harmless once possession and documented transfer of an animal to her facility is completed.



B. Consideration of a Resolution to Amend Fees Related to Impounding of Dogs

# MINUTE RECORD

No. 729—REDFIELD & COMPANY, INC., OMAHA  
November 17, 1998

Street, thence extending east fifteen feet (15').

b. One (1) diagonal parking space fifteen feet (15') in width located on the north side of Seward Street beginning seventeen feet (17') east of the east curb line of Highway 15 (N. 6<sup>th</sup> Street), thence extending east fifteen feet (15').

2. The above designated parking spaces shall be indicated by a sign which is in conformance with the most current edition of the Highway Administration Manual on Uniform Traffic Control Devices for streets and highways and such other appropriate lines and markings shall be placed at said locations as are authorized by the City Code of the City of Seward, Nebraska.

3. All previous resolutions in conflict with the resolution as they relate to the above described locations are hereby revoked.

Councilmember Rousselle moved, seconded by Councilmember Singleton, that the resolution be adopted. Upon vote, the following Councilmembers voted Aye: Glawatz, Singleton, Loftis, Stewart, Stacy, Kamprath, Rousselle. Nay: None. Absent: Reisdorff.

The Mayor declared the resolution adopted.

Dated: November 17, 1998

THE CITY OF SEWARD, NEBRASKA

ATTEST:



  
Debra Schaefer  
City Clerk-Treasurer/  
Administrative Assistant

  
Robert F. Elwell  
Mayor

## 2. RESOLUTION ESTABLISHING DOG IMPOUNDMENT FEE

Councilmember Loftis introduced the following resolution:

RESOLUTION NO. 20-98

WHEREAS, Section 6-119 of the City Code provides that any dog may be reclaimed by its owner during the period of impoundment by payment of a general impoundment fee and daily board fee as set by the resolution of the Governing Body.

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

1. Said general impoundment fee and daily board fee is hereby set and fixed at \$10 over and above the rate charged by the local veterinarian which impounds the dog.

RESOLUTION NO. 2024-7

WHEREAS, Section 213-1.18 of the City Code for the City of Seward (CITY) provides that any dog may be reclaimed by its owner during the period of impoundment by payment of a general impoundment fee and daily board fee as set by resolution of the Governing Body, and

WHEREAS, the Council has approved a revised Memorandum of Understanding (MOU) with Cross Creek Animal Center, P.C. (PROVIDER) to establish specific animal sheltering and termination injection fees.

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

1. The CITY shall pay PROVIDER a fee of not less than \$150.00 for each instance of animal care and keep, plus expenses for termination injection fee of no more than \$175.00, or agreed upon treatment fees if needed and approved by a City Official.

Resolution 20-98 and all previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: February 20, 2024

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

7. Consideration of an Ordinance to Create a 'Clubhouse Bartender' Position and to Revise the Library Assistant II Job Title - City Administrator Butcher

ORDINANCE NO. 2024-4

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

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

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

**2023-2024 SALARY SCHEDULE PAY RANGE RATES**

<b>A. CLERICAL (HOURLY)</b>	<b>MIN</b>	<b>MAX</b>
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 Bartender	15.00	18.00
Golf Shop Seasonal Employee	11.24	13.63
<b>B. LABOR &amp; TRADES (HOURLY)</b>	<b>MIN</b>	<b>MAX</b>
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
<b>C. PUBLIC SAFETY (HOURLY)</b>	<b>MIN</b>	<b>MAX</b>
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
<b>D. SUPERVISORY, TECHNICAL &amp; ADMINISTRATIVE (MONTHLY)</b>	<b>MIN</b>	<b>MAX</b>
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 Superintendent	4,852	5,658
Building/Zoning/Code Enforcement Director	4,946	6,171
Executive Director of 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 20th day of February, 2024.

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	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 BARTENDER	15.00	15.38	15.75	16.13	16.50	16.88	17.25	17.63	18.00
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



**Job Title:** Clubhouse Bartender  
**Department:** Public Properties  
**FLSA Status:** Non-Exempt, Hourly, Part Time  
**Revised Date:** 2/6/24 (Council Created)

### **Accountability**

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

### **Job Summary**

Assists in the operation of the bar counter at the municipal nine-hole golf course clubhouse. May assist with other clubhouse duties, including collection of green fees, tee time reservations, and inquiries as needed.

### **Essential Job Functions**

Organizes the opening and closing of the golf course clubhouse as outlined by the Golf Shop Manager; greets customers and provides professional customer service; receives orders, responsibly prepares, and serves alcoholic and non-alcoholic beverages to patrons; operates a cash register and POS system, issues receipts, makes change, and accounts for all cash received; clears, cleans, and resets tables that have been vacated; maintains cleanliness in all areas of the bar including counters, sinks, glassware, utensils, shelves, storage areas, and associated equipment; receives and verifies the delivery of inventory as directed by Golf Shop Manager; assists with clubhouse rentals; assists with the restocking and replenishment of bar inventory and supplies; identifies and advises the Golf Shop Manager regarding building and facility maintenance; and assists with month-end inventories and reports.

*May assist with the following tasks as needed:* Collection of green fees; reservation of tee times; response to patron inquiries, complaints, and information requests; explanation and enforcement of golf course rules and regulations; operation of alcohol cart on golf course grounds; cleaning of restrooms, basement, storage rooms, and exterior patio.

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

Knowledge of liquor license rules and regulations and best practices in inventory control. Basic math skills. Knowledge of mixology and ability to prepare and serve drinks efficiently at a patron's request. Ability to assist Golf Shop Manager to complete stock orders, receive products, and verify their receipt; and ability to operate computer and POS system with high degree of accuracy. Ability to stand for long periods of time and lift up to 50 pounds; and ability to work flexible hours with some morning, afternoon, evening, and weekend hours. Good oral and written communication skills required to effectively communicate on a daily basis with other City employees and the public, especially in situations where customers may be inebriated.

### **Education and Experience**

Graduation from High School or equivalent is desirable, plus at least six (6) months' experience in customer service or food/beverage operations preferred.

### **Special Requirements**

Must be at least nineteen (19) years of age. Must be able to comply with all rules and regulations of the Nebraska Liquor Control Act as it pertains to operating a liquor license.

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

8. Consideration of an Ordinance Amending the Municipal Code; Initiating an Electric Rate Adjustment to the 'Economic Development Rate' Effective with March 2024 Billing - City Administrator Butcher

ORDINANCE NO. 2024-5

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-March\_2024~~3 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: ~~\$0.026360~~.03169.
  - (c) City of Seward customer charge, per month: \$155.00.
  - (d) City of Seward energy charge: All kWh, per kWh: ~~\$0.0150~~.01545.
- (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)

9. Consideration of a Resolution to Designate City Items as Surplus - City Administrator  
Butcher

**RESOLUTION NO. 2024-8**

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

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

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

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

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

City of Seward - Surplus Property Items:

**Item #1:** (148) Assorted Street Signs. Various Sizes. Price: \$10/unit

**Item #2—Civic Center furniture/equipment. Bid will include items listed under lot:**

- Lot 1: Upholstered, Green/Red/Tan Striped Chairback
- Lot 2: Upholstered, Green/Red/Tan Striped Chairback
- Lot 3: Upholstered, Green Chairback – Set of 2
- Lot 4: Upholstered, Green Chairback – Set of 2
- Lot 5: Upholstered, Floral Chairback – Set of 2
- Lot 6: Upholstered, Floral Chairback – Set of 2
- Lot 7: Wooden, Rectangular Table with 8 Place Settings – Set of 2
- Lot 8: Upholstered, Striped Kitchen Chairs – Set of 6
- Lot 9: Upholstered, Striped Kitchen Chairs – Set of 7
- Lot 10: Upholstered, blue multi-colored benches – Set of 2
- Lot 11: Square, Green/Red/Tan Striped Sofa – Set of 2
- Lot 12: Curved, Green/Red/Tan Striped Sofa
- Lot 13: Rectangular, Green Sofa – Set of 2
- Lot 14: Rectangular, Green Sofa – Set of 2
- Lot 15: Narrow, Brass Lamps – Set of 2
- Lot 16: Narrow, Brass Lamps – Set of 2
- Lot 17: Juglike, Brass Lamps – Set of 2
- Lot 18: Black. Column-like Lamp
- Lot 19: Wooden, Square-Shaped End Table with drawers – Set of 2
- Lot 20: Wooden, Octagon-Shaped End Table with Shelves – Set of 2
- Lot 21: Wooden, Oval-Shaped End Table
- Lot 22: Wooden, Curved Coffee Table – Set of 2
- Lot 23: Wooden, Square-Shaped Coffee Table
- Lot 24: Curio Cabinet, Lighted with Key to Lock – Set of 2
- Lot 25: Large Wooden Cabinets – Set of 2
- Lot 26: Wooden Desk & Small Corner Desk, light colored with black underside – Set
- Lot 27: Vintage Chandeliers – Set of 3
- Lot 28: Vintage Floral Striped Drapes – Set of 2
- Lot 29: Vintage Floral & Paisley Drapes, 4 total
- Lot 30: Vintage Floral (Gray/Blue) Drapes, 3 total
- Lot 31: Vintage Beige Drapes, 3 total
- Lot 32: Optoma Mounted Projector + Screen
- Lot 33: Optoma Mounted Projector + Screen
- Lot 34: Pull-Down Screen
- Lot 35: Various Kitchen Items, including dinnerware, glassware, pots, pans, coffee, etc – Entire

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

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

The Mayor declared the resolution adopted. Dated this 20th day of February 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

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

## CITY ADMINISTRATORS REPORT – 2/20/24

Note: Many City employees attended CPR & First Aid training on 2/12.

- Monitoring a number of street projects that have moved into dormant with season on East Seward (winter hold on construction), design on East Hillcrest, Izaak Walton Road/Highway 15 Intersection (construction) and drainage near Park Street & Bradford Street (winter hold on construction), Highway 15 Watermain (construction) and Highway 15 Reconstruction (tree removal).
- Water Tower project underway, working on final paint design, trying to line up meeting with painting subcontractor to better understand detailed design paint application process.
- Assisted with Civic Center items, working with Commission on Building Renovation.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups.
- Finalizing items related to closeout of 2019 Flood FEMA items.
- Worked with Kell Hoffschneider to work on a number of real estate items related to the Rail Campus.
- Assisted with negotiations in the matter of SCCDP and the Langworthy Trust for space in Seward Civic Center.
- Assisted with coordination of legal items related to E911.
- Worked with City Clerk on the Upper Big Blue NRD Hazard Mitigation Planning.
- Met with SCCDP and potential economic development project.
- Met with the Building and Zoning Team on numerous items.
- Numerous calls, conversations, and item preparation for LB 1205 support efforts.
- Attended Seward Wellness Center construction meeting with Sampson.
- Met with property owner and staff for the Highway 15 reconstruction project to discuss conflicts.
- Attended CPR and First Aid Training along with staff.
- Attended NPPD Monthly Customer Meeting in Kearney.
- Reviewed to LB 840 Applications.
- Held CARC meeting to review last 6 months of LB 840 Program.
- Gathered TIF information for SCCDP in efforts to re-certify for economic development.
- Reviewed Plat items for an updated Rail Campus plat with City Engineer.
- Assisted with the Bizco email cloud migration and access point issues at the Muni Building.
- Met with SENDD and Bottle Rocket Brewing on the status of their CDBG Loan.
- Status update on a number of building inspection issues related to downtown development.

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

### **Police Department**

- County Recognition for Lifesaving event.
- Suicide Prevention Coalition.
- 4<sup>th</sup> of July meeting.

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

- Southern 7 Clerks meeting in Schickley on Feb. 15.
- Surplus List: 1/16 – Vehicles on PurpleWave through 2/20, two items for bid at City Hall. 2/6 – 88 street signs to be declared and buy through 3/1.
- Job Descriptions: Update to Library Assistant II; new job at golf course will become official on 2/20.

### **Water/Wastewater Department**

- 6<sup>th</sup> Street Main Meeting on Tuesday and water main construction to begin.
- Determine RO Product flow that would initiate Water Restrictions.

- Meter replacements.
- Heartland Conference Prep meeting on Friday.

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

- Campbells Cleaning is going to clean the carpets on Tuesday and clean the kitchen on Wednesday.
- Safety Manual meeting on Wednesday at 9am at City Hall.
- Working on painting east and west restrooms and stall dividers.

#### **Civic Center**

- Quiz Bowl Wednesday.
- Packing up various rooms in the building.
- Starting to get pictures taken of items for sale.

#### **Electric Department**

- Follow up on ALLO installations and Windstream.
- Work on streetlights.
- Work on metering.
- Meter school at Kearney Tuesday & Wednesday.

#### **Street Department**

- Sweep streets.
- Equipment maintenance.
- Work on street signage.

#### **Library**

- CPR training.
- Book group at 7pm.
- Kids after school programs continue.

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

- Plans for an additional building for Levander's Body Shop coming soon. (Does the Rail Campus Committee need to review?)
- Beckenhauer Construction Inc. contacted us to let us know they are submitting plans for a remodel of Esther Residence Hall (Concordia University) this summer.
- Sara continues to work with JEO, meeting with Miranda and Joe to discuss Arc GIS.

#### **Engineering**

- Steel delivery begins for the Water Tower, mobilization either Feb. 26 or Mar. 4.
- Paving Monday, Feb. 12 and Tuesday, Feb. 20 for Izaak Walton on Hwy 15.
- Civil design edits to BVF for the Wellness Center.
- NDOT Hwy 15 Reconstruction public meeting on Mar. 25 at the Seward Memorial Library from 2-8pm.

#### **Finance Dept.**

- Balancing books for January.
- Getting caught up on TIF accounts.
- Claims this week.

#### **Seward Wellness Center**

- SWC update for the Seward School Board.
- Zoom meeting with a marketing firm working with Seward Changing the Game, Inc.
- Submit two grants (CCCF and Women investing in NE).

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE  
ACTION  
ANNOUNCEMENT OF UPCOMING EVENTS  
STRATEGY SESSION**

1. Strategy Session with City Attorney Regarding Real Estate Interests 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