



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

Tuesday, January 7, 2025

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, January 7, 2025, 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. Any citizen may address the Council regarding items included on the meeting agenda and are asked to complete and submit a Speaker Card to the Clerk prior to the meeting. The Mayor will call speakers to the podium when the item is being considered. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

ROLL CALL

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST

1/7/2025

COUNCIL MEETING

Abbreviations: AF-Annual Fee; BE-Benefits; BU-Building Upkeep; CI-Capital Improvements; DF-Diesel Fuel; DO-Donations; EQ-Equipment; ENG-Engineering; EX-Expense; FA-Fixed Asset; GS-Gas; GU-Ground Upkeep; IT-Technology; INS- Insurance; INV-Inventory;LG-Legal; MA-Maintenance; MAT-Materials; MC-Miscellaneous; MH-Merchandise; MI-Mileage; ML-Meals; MS-Memberships; OI-Oil; OP-Operations; PF-Postage; PU-Publications; RE-Repairs; RI-Reimbursement; RS-Restaurant; SA-Salaries; SE-Services; SL-Sales; ST-Sales Tax; SU-Supplies; TE-Testing; TR-Training; TO-Tools; UN-Uniforms; UT-Utilities

ADE	SE	157.50
Aging Partners	AF	675.00
AKRS Equipment Inc	RE	231.31
All Copy Products Inc	SE	29.12
Allegiant Utility Service	CI	8.40
Altec Industries Inc	RE	4,747.17
Amazon Business	SU	36.98
Barco Municipal Products	SU	496.58
Bizco Technologies	IT	7,325.85
Black Hills Energy	UT	4,437.49
Blue Cross Blue Shield Ne	INS	70,993.76
Blue River Electric Llc	BU	93.17
Bound Tree Medical Llc	SU	596.80
Brase Joel	MS	52.00
Campbell Cleaning	SE	1,055.00
Capital Business-Cheyenne	SE	199.00
Cash-Wa Distributing Co	SU	171.64
Chase Card Service		10,102.02
Emergency Solutions	SE	158.61
Walmart	SU	625.07
Amazon	SU/EQ	2,047.26
USPS	PF	125.35
Revolution Wraps	FA	881.32
Helmink Printing	SE	164.00
Sam's Club	SU	293.53
The Webstaurant Store	SU	206.96
Herpolsheimers	RE	74.22
Valentino's	ML	128.76
Dragon Palace	ML	225.75
DHHS	AF	5.00
Durham Ellis	SU	234.66
Constant Contact	IT	23.00

ForeUP	IT	686.08
Sports Turf Man	TR	845.00
Nebraska Nursery	TR	210.00
Dollar General	SU	8.60
Bagel's & Joe	SU	98.69
Fanatics	SU	31.26
Boombah	EQ	429.96
Tracfone	UT	34.25
Total Backflow	TR	300.00
League of Municipalities	TR	1,563.00
Home Depot	SU	185.72
Carhartt	UN	515.97
City Seward Buildings & Grounds	OP	4,000.00
City Seward Library Petty	PF	146.72
City Seward Payroll	SA	209,233.33
Clarion Events Inc	TR	3,549.00
Cross Transport Inc	SU	330.00
Culligan Of Crete	SU	60.00
Double E Equipment Repair	RE	558.06
Fyr-Tek	EQ	276.00
Galls Llc	UN	140.59
H&S Plumb Heat & Air Inc	BU	329.17
Hach Company	SU	419.20
HD Supply Inc	SU	50.24
Hornung's	SU	236.70
Husker Electric Supply Co	MAT	1,155.63
Jones Bank	MC	318.41
Last Mile Network Consult	IT	75.30
Lee's Refrigeration	BU	476.52
Lincoln Winwater Works	RE	109.12
Mailand'S Clothing	UN	24.00
Matheson Tri-Gas Inc	SU	238.00
Menards North	BU	230.05
Metering & Technology Sol	INV	4,541.90
Mid-American Benefits Inc	BE	2,055.76
National Safety Council	MS	549.00
Nebraska D A S Acct Ocio	SE	245.00
Nebraska Equipment Inc	RE	6,252.86
Nebraska Health Lab	TE	168.00
Nextlink	IT	103.35
Norris Public Power Distr	UT	2,424.74
One Billing Solutions Llc	SE	2,886.51
Pac N Save	ML	2,577.97
Principal Financial Group	BE	2,891.31

Rion Equipment	FA		26,283.75
Sapp Bros Petroleum	GS		9,710.16
Schweitzer Eng Labs Inc	FA		19,378.57
Seward Co Chamber/Develop	RI		211.65
Seward County EMA	SE		9.00
Seward County Treasurer	FA		1764.38
Sparetime Lounge & Grill	ML		135.00
Spickelmier & Son Inc	CI		3,790.50
Sports Express	SU		1,620.01
Subsite Electronics	RE		1,052.41
The Sprinkler Guy	RE		115.00
USA Bluebook	SU		755.88
U S Cellular	UT		142.63
U S Postal Service	AF		350.00
Visa - Jones Bk City Card	SU		1,175.09
SMTP2GO	IT	75.00	
gWorks	SU	499.68	
MailChimp	SE	20.00	
UNO	TR	79.00	
Sam's Club	SU	46.95	
Xshear	SU	126.00	
Inland Products	SU	111.10	
Godfather's	SU	159.34	
Amazon	SU	58.02	
Windstream Nebraska Inc	UT		240.74
CLAIMS TOTAL			\$414,796.00

2. Draft Minutes of December 17, 2024, City Council Meeting

December 17, 2024

The Seward City Council met at 7:00 p.m. on Tuesday, December 17, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, Karl Miller (arrived at 7:21 p.m.), Tatum Tonniges, Matt Stryson, Rich Wergin. Councilmembers Absent: John Singleton. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Wellness Center Director Joel Brase, Deputy City Clerk Mattie Hans, and Police Officer Lacey Samek.

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 Kahler.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,653,293.74)
4. Police Department Report
5. Seward County Chamber & Development Partnership Report
6. Draft Minutes of December 3, 2024, City Council Meetings
7. Mayor Appointments to Boards and Commissions:
 - a. Appoint Kaitlyn Denniston and Jax Johnson to Seward Volunteer Fire Department Roster
 - b. Re-Appoint Mike Langner to the Housing Appeals Board for a 3-Year Term

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

MAYOR APPOINTMENT OF CITY EMPLOYEE

Councilmember Stryson moved, seconded by Councilmember Wergin, to appoint Mattie Hans as Deputy City Clerk.

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

PUBLIC HEARINGS

1. CLASS I LIQUOR LICENSE APPLICATION OF 817, LLC, 413 ASH STREET

City Clerk Bargmann reported that 817, LLC, had applied for a Class I Liquor License on November 21st with the City's determination to recommend approval or denial. The Building/Zoning and Police Departments had no conflict with recommending approval of the license. As per Neb.Rev.Stat 53-134, the City advertised the public hearing on December 4th and 11th and allowed for public comment. No comments were received at the time of the meeting; therefore, it was the recommendation the license be recommended for approval.

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

A. CONSIDERATION OF A RESOLUTION RECOMMENDING OR DENYING APPROVAL OF A CLASS I LIQUOR LICENSE FOR 817, LLC DBA THE DEPOT

Councilmember Stryson introduced **Resolution 2024-38**, for the City to provide a recommendation of approval for 817, LLC's Class I Liquor License application. Councilmember Tonniges moved, seconded by Councilmember Wergin to approve Resolution 2024-38.

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

B. CONSIDERATION OF A REQUEST TO RECOMMEND ALICIA HAPP AS MANAGER OF CLASS I LIQUOR LICENSE FOR 817, LLC DBA THE DEPOT

Councilmember Kahler moved, seconded by Councilmember Tonniges, to recommend Alicia Happ as manager of the Class I Liquor License for 817, LLC.

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

December 17, 2024

Nay: None.

Absent: Miller, Singleton. Motion carried.

2. CONSIDERATION OF AN APPLICATION FOR SPECIAL USE PERMIT TO ALLOW FOR A HAIR SALON BUSINESS AT 455 GRAHAM PARK DRIVE, ZONED 'R-4 – URBAN RESIDENTIAL MULTIFAMILY DISTRICT (HIGH DENSITY)'

City Administrator Butcher noted that the proposed business type was not permitted in zone R-4. He noted that the Planning Commission approved the request unanimously and that City staff had no issues with the special permit being issued.

Mayor Eickmeier opened the public hearing at 7:08 p.m. With no public comment received, the public hearing was closed at 7:08 p.m.

Councilmember Wergin moved, seconded by Councilmember Stryson, to issue a special permit to allow for a hair salon business at 455 Graham Park Drive as requested.

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

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

3. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS SRB DAIRY DEVELOPMENT ADDITION FROM 'AG – AGRICULTURAL DISTRICT' TO 'C-2 – HIGHWAY COMMERCIAL DISTRICT'

Mr. Butcher relayed that the applicant's property (2484 McKelvie Road) was in the extra-territorial jurisdiction (ETJ) district, and they hoped to build an event space, thus meeting the requirements for a 'C-2 – Highway Commercial District' designation. Concerns were presented to the Planning Commission about increased traffic on 252nd – the City is continuing to work with the County on future paving of 252nd in anticipation of eastward City growth. The Planning Commission recommended approval of the application and approved an administrative plat unanimously.

Mayor Eickmeier opened the public hearing at 7:18 p.m. and closed at 7:24 p.m. The following comments were heard:

- Cindy Tederman (applicant) – planning to work on safe access points to the property with the Nebraska Department of Transportation since it occurs on Highway 34; the existing house is not planned to continue as a residence long-term and the property is planned to be restored with a dairy theme.
- Jacob Jennings (Seward County Chamber & Development Partnership) – expressed excitement and gratitude for the investment into Seward County and the economic development impacts expected.

Councilmember Kolterman introduced Ordinance No. 2024-26. Councilmember Wergin moved, seconded by Councilmember Tonniges, to dispense with the statutory rule.

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

Nay: None. Absent: Singleton. Motion carried.

Councilmember Francescato moved, seconded by Councilmember Kahler that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2024-26, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO C-2 HIGHWAY COMMERCIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF MCKELVIE RD AND EAST OF 252ND RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

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

Nay: None. Absent: Singleton. Motion carried.

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

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

Nay: None. Absent: Singleton. Motion carried.

4. CONSIDERATION OF AN APPLICATION FOR SPECIAL USE PERMIT TO ALLOW FOR RESIDENTIAL LIVING AT 2484 MCKELVIE ROAD, IF RE-ZONED AS 'C-2 – HIGHWAY COMMERCIAL DISTRICT'

December 17, 2024

Mr. Butcher noted that with the re-zone to a 'C-2' district a special use permit would now need to be considered to allow for residential living on the property since it is not an allowed use. The Planning Commission recommended approval of the special use permit unanimously.

Mayor Eickmeier opened the public hearing at 7:27 p.m. With no public comment received, the public hearing was closed at 7:27 p.m.

Councilmember Stryson moved, seconded by Councilmember Kolterman, to issue a special permit to allow for continued residential living at 2484 McKelvie Road as was requested.

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

ADMINISTRATIVE ITEMS

1. PRESENTATION ON SHADE STRUCTURE AT BANDSHELL SITE

Mr. Butcher indicated that installation of a shade structure at the bandshell site had been included in the most recent downtown revitalization plan. Anita Foor, President of the Seward Rotary Club, and Max Wake, member of the Rotary Club, presented the idea of the Rotary Club celebrating their 100th year locally with a signature centennial donation to the community. Their goal is to raise approximately \$100k to install a shade structure at the bandshell site prior to the 2025 July 4th celebration. The City would provide maintenance moving forward.

This was a discussion item, so no action was taken. The Council seemed generally in favor of the idea.

2. DISCUSSION ON TRAFFIC CONDITIONS MOVING FORWARD ON 2ND STREET, FROM HWY 34 TO PINEWOOD AVE

Mr. Butcher reminded that during the Hwy 15 reconstruction project, an alternate route was established on 2nd Street, including the placement of double traffic lines and no parking on either side of the street. With the construction now completed, the City must determine if parking will be restored. Additionally, temporary four-way stops had been placed at the Seward, Moffit, and Hillcrest intersections with future direction requested. Councilmember Stryson reported that he had heard from many constituents that they would like parking restored on 2nd Street. Councilmember Kahler opined that she was in favor of keeping the four-way stop at the Hillcrest Drive intersection as it is heavily traveled by students.

Tyler Pulec, 1642 2nd Street—in favor of restoring parking on 2nd Street and had heard from his neighbors and some community business owners that they were also in favor of restoration.

No official action was taken, but the consensus from Council was to restore parking on 2nd Street and to consider the future of the four-way stops at the next Council meeting.

3. CONSIDERATION OF A CHANGE ORDER (#4) WITH GENERAL EXCAVATING FOR UTILITIES AND SITE WORK AT THE 500,000-GALLON WATER TOWER IN THE AMOUNT OF \$22,144.11

City Engineer Oneby reported the change order included the following items that had been completed on the project: hydrant and valve extension; additional earthwork related to the line stop and alley; and stump removal. A handout with the project change orders to date was handed out and reviewed.

Councilmember Miller moved, seconded by Councilmember Stryson, to approve a change order with General Excavating for the Utilities and Site Work Project at the 500,000 Gallon Water Tower as presented.

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

4. UPDATE ON THE WELLNESS CENTER

Wellness Center Director Brase provided the following updates: the fitness equipment had arrived and been installed; additional lighting structures had been installed in rooms; the pool was undergoing a hydro test; and the membership drive had been launched with a good early response from residents. The project remains on schedule.

A. CONSIDERATION OF A WELL PERMIT AT THE WELLNESS CENTER SITE

Mr. Brase informed that the well permit application was presented to allow for cost savings for landscape watering through establishment of a well.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve a well permit application for the Seward Wellness Center as presented.

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

December 17, 2024

Nay: None. Absent: Singleton. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of December 17, 2024, be accepted.

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

Nay: None. Absent: Singleton. Motion carried.

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS

Councilmember Kolterman moved, seconded by Councilmember Kahler, 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 real estate interests with the City Attorney for a period not to exceed 30 minutes.

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

Nay: None. Absent: Singleton. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 8:20 p.m. for the protection of the public interest and to discuss real estate interests with the City Attorney.

At 8:26 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Francescato, Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Stryson, that the December 17, 2024, City Council Meeting be adjourned.

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

Nay: None. Absent: Singleton. Motion carried.

Adjourned approximately 8:26 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

3. Refuse Hauler's List 2025

2025 REFUSE HAULER'S LICENSE RENEWALS

RENEWALS MAILED APPROXIMATELY NOVEMBER 1, DUE BY JANUARY 1

**(\$25.00 PER TRUCK) - CREDITED TO ACCOUNT NO. 661.01 (RHR)
DEBITED TO ACCOUNT NO. 101.50**

<u>NAME</u>	<u>NO. OF TRUCKS</u>	<u>AMOUNT PAID</u>	<u>DATE PAID</u>
Bel-Con Refuse PO Box 314 Seward, NE 68434	6	\$150.00	12/23/24
Broken Arrow Rolloff 781 168th Pleasant Dale, NE 68423	1	_____	_____
Callaway Rolloffs LLC 216 N. 4th St. David City, NE 68632	2	\$50.00	12/20/24
Kopcho's Sanitation Inc. 1005 W 8 th Street York, NE 68467	2	\$50.00	11/14/24
Pankoke Construction, Inc. dba Pankoke Rolloff 3722 A Street Road Beaver Crossing, NE 68313	2	\$50.00	12/12/24
Seward Trailer Rentals & Rolloffs 700 E Hwy 34 Seward, NE 68434	_____	_____	_____
Uribe Refuse Services 4600 North 48th Street Lincoln NE 68504-1416	4	\$100.00	11/19/14

ADMINISTRATIVE ITEMS

1. Discussion and Consideration of Stop Sign Placements at the Following 2nd Street Intersections: Seward Street; Moffitt Street; and Hillcrest Drive - City Administrator Butcher

RESOLUTION NO. 2025-1

WHEREAS, Section 382-2.28 of the City Code of the City of Seward, Nebraska provides that the City may, by Resolution, designate and place stop signs, or other signs, signals, standards or mechanical devices in any street or alley under the Municipality's jurisdiction for the purpose of regulating traffic thereon and

WHEREAS, it is deemed necessary to place the following signs on the street hereinafter designated in the City of Seward, Nebraska;

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

- A. A "STOP" sign shall be installed at the northeast corner of the intersection of 2nd Street and Hillcrest Drive, directing westbound vehicular traffic on Hillcrest Drive to stop before entering the intersection with 2nd Street.
- B. A "STOP" sign shall be installed at the northwest corner of the intersection of 2nd Street and Hillcrest Drive, directing southbound vehicular traffic on 2nd Street to stop before entering the intersection with Hillcrest Drive.
- C. A "STOP" sign shall be installed at the southwest corner of the intersection of 2nd Street and Hillcrest Drive, directing eastbound vehicular traffic on Hillcrest Drive to stop before entering the intersection with 2nd Street.
- D. A "STOP" sign shall be installed at the southeast corner of the intersection of 2nd Street and Hillcrest Drive, directing northbound vehicular traffic on 2nd Street to stop before entering the intersection with Hillcrest Drive.
- E. Appropriate "STOP" and "ALL WAYS" signs shall be erected, maintained and enforced directing the traffic on such streets accordingly.

The Mayor declared the resolution adopted.

Dated: January 7, 2025

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

2. Consideration of a Change Order (#1) to the Construction Contract with K2 Construction, Inc. for the 6th Street, Ash to Lincoln Street Water Main Replacement Project in the Amount of \$368,545.95 - City Engineer Oneby

CHANGE ORDER NO.: 1

Owner: City of Seward
 Engineer: The Schemmer Associates
 Contractor: K2 Construction, Inc.
 Project: 6th Street Water Main Replacement
 Contract Name: NA

Owner's Project No.: 09345.001
 Engineer's Project No.: 09345.001
 Contractor's Project No.:

Date Issued: 12/13/2024

Effective Date of Change Order:
 Upon Full Execution Below

The Contract is modified as follows upon execution of this Change Order:

Description:

Attached Summary of Work Orders details the following actual added costs for each:

WO #1: No Cost
 WO #2: \$130,090.00
 WO #3: \$172,064.80
 WO #4: \$58,891.15
 WO #5: \$4,500.00
 WO #6: \$3,000.00

Attachments:

SUMMARY OF WORK ORDERS

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,607,243.50</u>	Original Contract Times: Substantial Completion: <u>138 days or 8/1/24</u> Ready for final payment: <u>138 days or 8/1/24</u>
Previous Change Orders: \$ <u>0.00</u>	Increase from previously approved Change Orders: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>1,607,243.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>138 days or 8/1/24</u> Ready for final payment: <u>138 days or 8/1/24</u>
Increase this Change Order: \$ <u>368,545.95</u>	Increase this Change Order: Substantial Completion: <u>302 calendar days*</u> Ready for final payment: <u>302 calendar days*</u>
Contract Price incorporating this Change Order: \$ <u>1,975,789.45</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>440 days or 4/30/25*</u> Ready for final payment: <u>440 days or 4/30/25*</u>

*Time Extension allows for remaining fine grading, sodding, and sprinkler repair work to be completed by 4/30/25.

Recommended by Engineer (if required)

Approved by Contractor:

By: Jonathan Doldie
 Title: Manager, Construction Administration
 Date: 12/13/24

By: _____
 Title: Project Manager
 Date: 12-16-24

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____



PROJECT 6th Street Water Main Replacement

PROJECT NO. 09145.001

SUMMARY OF WORK ORDERS

CONTRACT DATE: _____ DATE: 12/13/24

CONTRACTOR: K2 Construction OWNER: City of Seward

THE AGREED UNIT PRICING AND TO-DATE QUANTITIES ARE PROVIDED BELOW FOR EACH WORK ORDER AS SUPPORTING DOCUMENTATION FOR CHANGE ORDER #1:

WORK ORDER #1

No cost changes due to cancelled work.

WORK ORDER #2

Item	Quantity To Date	Unit Price	Extended Price
Cross, MJ, 10"x8"	1 EA	\$950.00/EA	\$950.00
Gate Valve, MJ, 16"	2 EA	\$10,950.00/EA	\$21,900.00
Tapping Sleeve and Valve, MJ, 8"x4"	1 EA	\$5,600.00/EA	\$5,600.00
PVC Water Service Pipe, 4"	15.0 LF	\$75.00/LF	\$1,125.00
Tee, MJ, 16"x8"	1 EA	\$1,750.00/EA	\$1,750.00
Reducer, MJ, 14"x8"	1 EA	\$975.00/EA	\$975.00
Remove and Reset Brick Pavers	425.0 SF	\$35.00/SF	\$14,875.00
Post Indicator Valve (PIV)	1 EA	\$4,600.00/EA	\$4,600.00
Line Stop, 4" (Moffitt and Roberts)	2 EA	\$9,000.00/EA	\$18,000.00
Line Stop, 12"	2 EA	\$15,600.00/EA	\$31,200.00
Line Stop, 4" (7 th Street)	1 EA	\$9,000.00/EA	\$9,000.00
Sodding	2,723 SF	\$5.00/SF	\$13,615.00
Library Concrete	1 LS	\$6,500.00/LS	\$6,500.00
Grand Total			\$130,090.00

WORK ORDER #3

Item	Quantity To Date	Unit Price	Extended Price
Mobilization	1 LS	\$25,000.00/LS	\$25,000.00
Remove Pavement	61.3 SY	\$12.50/SY	\$766.25
Sawing Pavement	222.0 LF	\$6.50/LF	\$1,443.00
Remove Driveway	11.0 SY	\$12.50/SY	\$137.50
Remove Walk	79.7 SY	\$11.50/SY	\$916.55
General Clearing and Grubbing	1.0 LS	\$4,500.00/LS	\$4,500.00
8" Pavement, 47B-3500	60.0 SY	\$93.00/SY	\$5,580.00
Concrete Pavement, 47B-3500, 4" Sidewalk	150.3 SY	\$85.00/SY	\$12,775.50
Concrete Pavement, 47B-3500, 6" Driveway	11.0 SY	\$100.00/SY	\$1,100.00
Combined Curb and Gutter	31.0 LF	\$35.00/LF	\$1,085.00
Dir Drilling for 8" Water Main	0.0 LF	\$60.00/LF	\$0.00
Dir Drilling for 12" Water Main	120.0 LF	\$80.00/LF	\$9,600.00
Conc for Plugs and Collars	0.3 CY	\$650.00/CY	\$195.00
Conc for Thrust Blocks and Anchorages	4.0 CY	\$435.00/CY	\$1,740.00
Reinf Steel for Thrust Blocks and Anchorages	188.0 LBS	\$2.50/LB	\$470.00
Rem and Salvage Hydrant	0.0 EA	\$1,200.00/EA	\$0.00
Water Main, 6"	0.0 LF	\$76.00/LF	\$0.00

Water Main, 8"	15.0 LF	\$105.00/LF	\$1,575.00
Water Main, 12"	167.0 LF	\$133.00/LF	\$22,211.00
Anchoring Elbow, MJ, 6"	0.0 EA	\$300.00/EA	\$0.00
Deg Bend, 8"x90°	1.0 EA	\$330.00/EA	\$330.00
Deg Bend, 12"x90°	6.0 EA	\$570.00/EA	\$3,420.00
Deg Bend, 8"x45°	0.0 EA	\$300.00/EA	\$0.00
Deg Bend, 12"x45°	0.0 EA	\$500.00/EA	\$0.00
Deg Bend, 6"x22.5°	0.0 EA	\$300.00/EA	\$0.00
Cross, MJ, 12"x8"	0.0 EA	\$1,120.00/EA	\$0.00
Tee, 8"x6"	0.0 EA	\$400.00/EA	\$0.00
Tee, 12"x6"	0.0 EA	\$625.00/EA	\$0.00
Solid Sleeve, 6"	0.0 EA	\$160.00/EA	\$0.00
Solid Sleeve, 8"	1.0 EA	\$300.00/EA	\$300.00
Solid Sleeve, 12"	2.0 EA	\$420.00/EA	\$840.00
Plug, 6"	2.0 EA	\$160.00/EA	\$320.00
Retainer Glands, 6"	0.0 EA	\$70.00/EA	\$0.00
Retainer Glands, 8"	8.0 EA	\$70.00/EA	\$560.00
Retainer Glands, 12"	23.0 EA	\$140.00/EA	\$3,220.00
Gate Valve, 6"	0.0 EA	\$1,800.00/EA	\$0.00
Gate Valve, 8"	0.0 EA	\$2,500.00/EA	\$0.00
Gate Valve, 12"	2.0 EA	\$4,300.00/EA	\$8,600.00
Hydrant, L=5.5'	0.0 EA	\$6,000.00/EA	\$0.00
Boring for 1" Water Service Pipe	228.0 LF	\$30.00/LF	\$6,840.00
Pothole Water Service	6.0 EA	\$300.00/EA	\$1,800.00
Reconstruct Water Service	6.0 EA	\$1,600.00/EA	\$9,600.00
Copper Water Service Pipe, 1"	238.0 LF	\$30.00/LF	\$7,140.00
Line Stop, 8" – 6 th and Hillcrest	2.0 EA	\$15,000.00/EA	\$30,000.00
Seeding, Type B	0.0 AC	\$8,000.00/AC	\$0.00
Line Stop, 6" – 6 th and Hillcrest	1.0 EA	\$10,000.00/EA	\$10,000.00
Grand Total			\$172,064.80

WORK ORDER #4

Item	Quantity To Date	Unit Price	Extended Price
Remove Pavement	4.3 SY	\$12.50/SY	\$53.75
Sawing Pavement	19.0 LF	\$6.50/LF	\$123.50
8" Concrete Pavement, 47B-3500	4.3 SY	\$93.00/SY	\$399.90
Conc for Thrust Blocks and Anchorages	1.9 CY	\$435.00/CY	\$826.50
Rem and Reset Hydrant Assembly	1.0 EA	\$2,750.00/EA	\$2,750.00
Rem and Salvage Tee	1.0 EA	\$500.00/EA	\$500.00
Rem and Salvage Valve	1.0 EA	\$1,000.00/EA	\$1,000.00
Water Main, 6"	0.0 LF	\$76.00/LF	\$0.00
Water Main, 8"	37.5 LF	\$105.00/LF	\$3,937.50
Deg Bend, 8"x90°	4.0 EA	\$330.00/EA	\$1,320.00
Tee, 8"x6"	1.0 EA	\$400.00/EA	\$400.00
Solid Sleeve, 8"	1.0 EA	\$300.00/EA	\$300.00
Retainer Glands, 6"	0.0 EA	\$70.00/EA	\$0.00
Retainer Glands, 8"	14.0 EA	\$70.00/EA	\$980.00
Boring for 1" Water Service Pipe	90.0 LF	\$30.00/LF	\$2,700.00
Reconstruct Water Service	3.0 EA	\$1,600.00/EA	\$4,800.00
Water Service Pipe, 1"	410.0 LF	\$30.00/LF	\$12,300.00
Seeding, Type "B"	0.0 AC	\$8,000.00/AC	\$0.00
Abandon Existing 4" Water Main	1.0 LS	\$1,500.00/LS	\$1,500.00
Remobilization	1.0 LS	\$25,000.00/LS	\$25,000.00
Grand Total			\$58,891.15

WORK ORDER #5

Item	Quantity To Date	Unit Price	Extended Price
Hydrant Extension (6 th and North Ave)	1.0 EA	\$1,000.00/EA	\$1,000.00
Rem and Salvage Hydrant	1.0 EA	\$2,500.00/EA	\$2,500.00
Remobilization	1.0 LS	\$1,000.00/EA	\$1,000.00
Grand Total			\$4,500.00

WORK ORDER #6

Item	Quantity To Date	Unit Price	Extended Price
Yard Hydrant (Library)	1.0 EA	\$3,000.00/EA	\$3,000.00
Grand Total			\$3,000.00



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

Memo

To: Greg Butcher, City Administrator
From: Mike Oneby, P.E., City Engineer
cc: Derek Bargmann, City Clerk
Date: Jan 3, 2025
Re: 6th Street Water Main Replacement Project Change Order No. 1

The contract with K2 Construction, Inc. for the 6th Street – Ash Street to Lincoln Street – Water Main Replacement Project has incurred to date six work orders. Charge Order No. 1 formally adds the costs of those six work orders into the construction contract. Table 1 lists the change in contract price and change in contract times with the change order. Table 2 lists the amount of each Work Order included in the change order, followed by a brief summary of the work executed with each Work Order.

TABLE 1. Summary of the Construction Contract including all Change Orders

Contract Item	Date	Contract Amount [\$]	Change in Amount [\$]	Final Completion Date	Additional Time [days]
Bid Amount	2/7/2024	1,607,243.50		8/1/2024	
Change Order No. 1	12/13/2024	1,975,789.45	368,545.95	4/30/2025	302

TABLE 2. Summary of Work Orders that Comprise Change Order 1

Contract Item	Date	Amount [\$]
Work Order No. 1	2/22/2024	0.00
Work Order No. 2	5/29/2024	130,090.00
Work Order No. 3	6/26/2024	172,064.80
Work Order No. 4	10/9/2024	58,891.15
Work Order No. 5	10/19/2024	4,500.00
Work Order No. 6	11/7/2024	3,000.00
	Total:	\$ 368,545.95

Work Order No. 1 is a no-cost change order for adjusting work to provide clearance to a water service with an unknown location at the point of crossing the new water main.

Work Order No. 2 in the amount of \$130,090.00 is for multiple changes to the work:

1. Change all ¾" service connections to 1".
2. Add a 4" fire service to the Civic Center.
3. Modify the service connection to the Civic Center (change in size and location).
4. Add of water main loop at Bradford Street to achieve minimum 18" of clearance between water main storm sewer.
5. Add temporary line stops to isolate live water mains during construction to minimize service disruptions.
6. Modify pipe, fittings, and appurtenances to reflect actual dimensions found in the field.

Work Order No. 3 in the amount of \$172,064.80 is for three items:

1. Relocate a watermain at 6th and Hillcrest to resolve a conflict with the Nebraska Department of Transportation (NDOT) Hwy 15 Project.
2. Abandon the obsolete and redundant 6-in water main on the south side of Hillcrest between 5th Street and 7th Street.
3. Relocate water services from the abandoned water main to the new water main.

Work Order No. 4 in the amount of \$58,891.15 is to relocate a watermain at 6th Street and North Avenue to resolve a conflict with the NDOT Hwy 15 Project.

Work Order No. 5 in the amount of \$4,500 is for two items:

1. Add an extension to the relocated hydrant at 6th Street and North Avenue.
2. Remove the abandoned hydrant at 6th Street and Hillcrest.

Work Order No. 6 in the amount of \$3,000 is for a yard hydrant installed at the intersection of 6th Street and South Street for the use by the City Parks and Recreation staff.

Not all work approved in the bid documents was, in the end, required. Primarily this work was temporary pavement intended to bridge the City and NDOT projects. Conversely, the quantities of some bid items were increased during the project. Primarily this was additional horizontal boring of water main to avoid disruptions from open trench construction. Table 3 is a reckoning of the contract amount, adding the change order and cost overruns and subtracting the cancelled work. Note in Table 3 that the final amount including change orders, overruns and cancelled items (\$1,598,991.27) does not exceed the original contract amount (\$1,607,243.50).

TABLE 3. Estimated Contract Amount including Change Orders, Over

Contract Item	Amount [\$]
Bid Amount	\$ 1,607,243.50
Change Order No. 1	368,545.95
Subtotal Adjusted Contract Amount	1,975,789.45
Major cost underruns (cancelled work)	473,898.18
Major cost overruns	97,100.00
Estimated Final Amount Paid	\$ 1,598,991.27

The contract is not expected to be completed until April 30. Most of the remaining work includes yard restoration. The estimated final amount in Table 3 may change as the remaining work is completed.



Design with Purpose. Build with Confidence.

December 19, 2024

Mr. Michael Oneby, P.E.
City of Seward
537 Main Street
Seward, NE 68434

Re: 6th Street Water Main Replacement
Substantial Completion Summary of Costs Memo

Dear Mr. Oneby:

The purpose of this memo is to provide a high level review of major costs to the project including overruns of original scope of work, cancelled work, and added work via work order.

Original Scope of Work

- Major Overruns:
 - 8" Directional Drilling: \$44,460.00
(Bored Jackson to Roberts where plan was open trench)
 - 12" Directional Drilling: \$52,640.00
(Bored Ash to South where plan was open trench)
- Major Underruns / Cancelled Work:
 - Pavement Items Underrun: -\$374,630.68
(Street, driveway, sidewalk removals and new pavement were cancelled due to boring in water mains from Ash to South and from Jackson to Roberts)
 - Water Main / Fittings / Valves Underrun: -\$99,267.50
(Changes in water main configurations and alignments reduced fittings / valves)

Work Order Added Costs

- Work Order #1: NA
 - Work Order #2: \$130,090.00
 - Work Order #3: \$172,064.80
 - Work Order #4: \$58,891.15
 - Work Order #5: \$4,500.00
 - Work Order #6: \$3,000.00
- Total = \$368,545.95

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM

Summary

- About \$97k increase in cost was from overrunning quantities of original contract items
- About \$474k decrease in cost was from underrunning quantities of original contract items
- About \$368k increase in cost was from added work via Work Orders 1-6
- Remaining cost difference is from minor changes to work quantities

If you have any questions or would like further clarification, please call or email me.

Sincerely,

THE SCHEMMER ASSOCIATES INC.

A handwritten signature in cursive script that reads "Jonathan Goldie".

Manager, Civil Construction Administration

3. Consideration of an Amendment (#1) to the Professional Services Agreement with HDR Engineering, Inc. for the Final Design of the Interior Drainage and Pump Station Improvements Project in the Amount of \$41,725 - City Engineer Oneby

December 31, 2024

City of Seward
537 Main Street
Seward, NE 68434

RE: Seward Levee Interior Drainage Pump Station (Project)

Dear Mr. Oneby,

HDR Engineering Inc. (HDR) has been under contract with the City of Seward (City) to complete professional engineering services for the referenced Project since June of 2023. The initial schedule was to complete final design and permitting by July of 2024.

HDR submitted a 60% deliverable on 08/18/2024, with the exception of developing technical specifications with the 60% design submittal. The opinion of probable construction cost prepared for the 60% design submittal exceeded the previously anticipated construction cost (prepared by JEO in 2022) originally proposed for the Project.

The City has requested that HDR reevaluate two alternative design options to compare with the already proposed 60% design. These alternatives included:

- Gravity only drainage improvements
- Gravity improvements with smaller pump station alternative.

This reevaluation has been completed and communicated to the City through a series of meetings that discussed modeling, design alternatives and considerations, estimates of construction cost, and preliminary benefit cost estimates. The City has selected to design the gravity improvements with the smaller pump station alternative.

Going forward, HDR will need to revise the 60% design submittal and then transmit to the U.S. Army Corps of Engineers Kansas City District (USACE) for their approval to modify the levee system under Section 408. A revised schedule for USACE to complete their review and for the design team to incorporate any changes or design revisions into final design plans was developed. This revised schedule has been submitted and approved by the Nebraska Emergency Management Agency (NEMA) as part of the HMGP Grant Phase I funding the Project design. The revised schedule has the final plans and permitting scheduled for May 15, 2025 with final submittal to NEMA by June 15, 2025.

In order to complete the Project design as proposed, HDR has prepared documentation and a fee estimate amending the existing agreement for additional work as follows:

- Task 100 Project Management (Add \$25,715.00) – Project administration and additional meetings associated with the schedule extension. The total project schedule has been extended by approximately 10 months. HDR has held three additional coordination meetings with the City and anticipates an additional four meetings will be necessary.
- Task 200 Data Collection and Coordination (Deduct \$100.00) – Deduct for small difference in estimated versus actual fee necessary to complete the work scoped.
- Task 300 Preliminary Design (Add \$22,630.00) – This already incurred fee covers the additional effort necessary to evaluate the two alternative designs and provide a benefit/cost analysis for both.
- Task 500 60% Design (Add \$8,200.00) – This estimated fee covers a portion of the work needed to update 60% design plans, specifications, geotechnical report, structural report, and design report needed for submittal to USACE. Note: This estimate does not include the effort to complete the 60% specifications because they were not completed for the original 60% submittal and therefore shall be covered under the original scope of work. Approximately \$44,000 in fee for services rendered during this task would not be invoiced by HDR.
- Task 700 Bid Phase Services (Deduct \$14,720.00) – As the NEMA HMGP grant only requires that the final plans be prepared and permits obtained, it is not anticipated that bid phase services will be necessary as NEMA has put a hold on any Phase II grant funding for construction.

The total additional fee estimated for Amendment 1 would equal \$41,725.00 and bring the total proposed not-to-exceed budget for the contract up to \$461,505.00. A complete breakdown of the existing budget, total fee to date, and additional fee estimated to complete the Project is provided in the table below.

Phase	Original Budget	Total Fee ITD thru P11.24	Difference ITD thru P11.24	Additional Fee Needed to Complete Project	Proposed Total Budget	Proposed Amendment 1 Fee
100 Project Management	\$33,596.00	\$39,729.15	\$(6,133.15)	\$19,583.68	\$59,311.00	\$25,715.00
200 Data Collection and Coordination	\$8,748.00	\$8,647.43	\$100.57	\$0	\$8,648.00	\$(100.00)
300 Preliminary Design	\$63,138.00	\$85,769.90	\$(22,631.90)	\$0	\$85,768.00	\$22,630.00
400 60% Final Design	\$138,110.00	\$152,892.77	\$(14,782.77)	\$56,786.00	\$146,310.00	\$8,200.00
500 Final Design	\$87,224.00	\$4,800.98	\$82,423.02	\$82,423.02	\$87,224.00	\$0
600 Permitting and Authorization Requests	\$74,244.00	\$16,407.36	\$57,836.64	\$57,836.64	\$74,244.00	\$0
700 Bidding Services	\$14,720.00	\$0	\$14,720.00	\$0	\$0	\$(14,720.00)
Total Design Fee	\$419,780.00	\$308,247.58	\$111,532.42	\$216,627.51	\$461,505.00	\$41,725.00

Please contact me with any questions regarding this request.

Sincerely,
HDR Engineering Inc.

Paul W. Woodward, PE, CFM
Sr. Water Resources Engineer

4. Consideration of an Agreement with The Schemmer Associates for Surveying Services at the Downtown Water Tower Site for a Fee Not To Exceed \$5,000 - City Engineer Oneby



Design with Purpose. Build with Confidence.

January 2, 2025

Mike Oneby
City of Seward
537 Main Street
Seward, NE 68434

RE: Proposal to Provide Surveying Services
City of Seward – Water Tower Easements

Mr. Oneby,

The Schemmer Associates Inc. (**Schemmer**) proposes to render surveying services to the City of Seward (**Client**) in connection with Easements for the City of Seward (hereinafter referred to as **Project**). The development of the scope of services and compensation proposal was based in part on the following:

- Email, google earth, GIS and plans from Olsson.

I. SCOPE OF SERVICES

Services to be provided by Schemmer shall consist of:

- Research – obtain surrounding Plats, surveys, and ROW maps to assist in recovering or establishing the legal boundary.
- Scope of Services – See exhibit A
- CAD services – download, check, and process collected electronic field data, review Title Commitment supplied by client, and produce Easement exhibits for recording with the proper entities.
- Registered Land Surveyor Services – for project coordination, review, QA/QC.

II. ASSUMPTIONS AND EXCEPTIONS

This scope as described above is based upon the following:

1. Schemmer shall only respond to requests for survey services from an authorized representative of the City of Seward.
2. All items will be surveyed one time. Re-surveying will be additional services.
3. Client will provide Schemmer with a current Title Commitment.
4. Should the existing survey control, plans, Title Commitment, or other information provided to Schemmer contain errors, discrepancies or be incomplete, Schemmer shall suspend work until corrections, clarifications or additional information is provided by the Client.

PHONE 712.329.0300
FAX 712.329.9970

1044 North 115th Street
Omaha, NE 68154
SCHEMMER.COM

III. FEES

- A. For Basic Services, as enumerated above, you will pay a **Lump Sum Fee of Five Thousand Dollars (\$5,000.00) plus reimbursables** to Schemmer in accordance with the terms of the attached General Conditions.
- B. Additional Services as approved and directed by Client will be rendered by Schemmer on a lump sum or an hourly rate basis as agreed to at the time such services are requested. If services are to be provided per hourly rates, you will be invoiced in accordance with our Schedule of Hourly Rates in effect at the time the Additional Services are requested plus reimbursable expenses for such services.

IV. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of these survey services to both the Client and Schemmer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Schemmer and its sub-consultants for any and all claims, losses, damages of any nature whatsoever from any cause or causes.

Such limitation of liability shall be the total aggregate liability of The Schemmer Associates Inc. and its sub-consultants to all those named and shall not exceed \$20,000.00 or Schemmer's total fee for services rendered on this project, whichever is greater.

Such claims and causes include, but are not limited to negligence, professional errors and omissions, strict liability, and breach of contractor warranty.

V. SCHEDULE

We understand that time is of the essence for this project, we will be ready to proceed immediately upon receipt of an accepted agreement, a notice to proceed and required information.

Proposal to Provide Surveying Services
City of Seward
January 2, 2025
Page 3

VI. ACCEPTANCE

This agreement can be accepted by someone authorized by Client signing where indicated below or by providing an electronic mail written acceptance.

Either means of acceptance signifies an acceptance of all terms and conditions contained within this agreement. Any other form of agreement that may be proposed by Client shall include these terms and conditions in full.

We thank you for your consideration and look forward to working with you.

THE SCHEMMER ASSOCIATES INC.



Joe Poole
Assistant Survey Manager



Doug Holle
Executive Vice President

ACCEPTED:
City of Seward authorized representative.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Attachments: General Conditions.

Proposal to Provide Surveying Services
City of Seward
January 2, 2025
Page 4

Exhibit A

Scope of services:

Surveying

Recover and locate adequate monumentation to reestablish right-of-way and property lines and stake out six requested locations at 730 Jackson Avenue, Seward, Nebraska for the fiber optic facilities.

Boundary Data

Provide boundary data sufficient to produce access and utility easement documents based on County Survey Records.

Easement Documents

The Easement documents shall include an exhibit illustrating two separate easements and a script providing metes and bounds description of the two easements.

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including, but not limited to, drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are Instruments of Service in respect to the project identified in the Agreement. They are not intended or represented to be suitable for use on extensions of this project or on any other project for any purpose without the specific written permission of The Schemmer Associates Inc., which may be withheld in The Schemmer Associates Inc.'s sole discretion. The Schemmer Associates Inc. may, in its sole discretion, condition permission on payment of additional compensation to The Schemmer Associates Inc. Any use without permission shall be at the user's sole risk and without liability to The Schemmer Associates Inc. Client agrees that it will indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due. If, after a period of suspension, the project is restarted, The Schemmer Associates Inc. shall be entitled to payment for any increased costs it incurs as a result of the suspension.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid for services performed prior to termination, including reimbursable expenses.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other, which consent may be withheld in the sole discretion of the non-assigning party.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the unpaid amount shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%) from the date of billing.
7. **DELINQUENT PAYMENTS.** If any payment due hereunder remains unpaid for a period of sixty (60) days after invoice, The Schemmer Associates Inc. may, in its sole discretion, cease providing services and not resume providing services until all amounts owing have been paid in full. Cessation of service for nonpayment shall not constitute breach by The Schemmer Associates Inc. of this agreement, or an election of remedies, and Client shall fully indemnify The Schemmer Associates Inc. for any liability or damages caused thereby. All mechanics lien rights available to The Schemmer Associates Inc. may be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be due as a result of the work performed by The Schemmer Associates Inc. shall be invoiced to Client as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Client shall indemnify and hold The Schemmer Associates Inc. harmless from and against all claims arising out of or related in any way to hazardous materials.
10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** Client understands and agrees that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this agreement in any way except by a writing, expressly varying the terms of this Agreement.
11. **INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.** The Schemmer Associates Inc. agrees that it shall not knowingly take any action which shall cause loss of The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.
12. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees that The Schemmer Associates Inc.'s liability to Client for damages arising out of or in any way related to its work in connection with the project or any error or deficiency in the Instruments of Service for the project, whether arising in

GENERAL CONDITIONS

contract, tort or otherwise, including, but not limited to, claims for indemnity or contribution shall be limited to the sum of \$20,000 or the amount paid to The Schemmer Associates Inc. as fees under this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

13. **COMPUTER AIDED DESIGN/DRAFTING (CADD).** CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.

13.1 Electronic files will be submitted to the Client for a 30-day acceptance period ("the Acceptance Period"). During this period, the Client may review and examine the files. Any errors discovered during the Acceptance Period will be corrected by The Schemmer Associates Inc. at no additional cost to Client. Any work associated with errors discovered or changes requested after the Acceptance Period will be considered additional services and will be performed on a time and materials basis, at The Schemmer Associates Inc.'s customary charge for the work requested. The Schemmer Associates Inc. will not maintain copies of the electronic files beyond the end of the Acceptance Period.

13.2 Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., Client agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after the end of the Acceptance Period. Client agrees that it will indemnify and save harmless The Schemmer Associates Inc. from any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output generated from them. Upon the expiration of the Acceptance Period, The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that are submitted by it to Client. "Accuracy" as used in this paragraph is defined as meeting the care and skill ordinarily used by members of the professional practicing under similar conditions at the same time and in the same locality.

13.3 The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates Inc. reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.

13.4 Any use or reuse of electronic files by the Owner or others without written authorization from The Schemmer Associates Inc. for the specific purpose

intended will be at the Owner's risk. The Schemmer Associates Inc. may refuse authorization in its sole discretion or condition authorization on CADD adaptation by The Schemmer Associates Inc. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of the agreement for the project. Owner will, to the fullest extent permitted by law, defend, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from use or reuse of electronic files without written authorization from The Schemmer Associates Inc.

14. **LIMITATION OF WARRANTY.** The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.

15. **WAIVER OF CONSEQUENTIAL DAMAGES.** The Schemmer Associates Inc and the Client waive all consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement

16. **STANDARD OF CARE.** The Schemmer Associate Inc shall perform its services consistent with the professional skill and care ordinarily provided by others practicing in the same or similar locality under the same or similar circumstances.

17. **GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.

18. **CONSTRUCTION STAKING.** In the case that construction staking services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Construction Staking shall be considered a part of this document.

5. Consideration of an Amendment (#4) to a Professional Services Agreement with The Schemmer Associates for the Worthman Blvd Extension Project in the Amount of \$33,301
- City Engineer Oneby

This is **EXHIBIT A Part 5**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 2nd, 2025.

**AMENDMENT NO. 4
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: January 2, 2025

Signed: _____



Modifications

1. Engineer shall perform the following Additional Services:

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

A. GENERAL

This amendment includes work associated with separating the proposed water main plans from the Worthman Boulevard roadway project and preparing two separate sets of construction plans for watermain construction ahead of the roadway construction. This effort also includes design of an additional 1,700 feet of 12” watermain extending north from the west end of the proposed Worthman Boulevard to connect to the existing 14” watermain that parallels the railroad, which would complete a water system network loop for the Rail Campus.

B. TOPOGRAPHIC SURVEY

This amendment includes additional surveying services, all as set forth below:

- 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 north of Walker Road extending to the north boundary of the railroad ROW.
- 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. Sanitary sewer manholes will have rim and flowline elevations surveyed. The existing water main location and elevation will be surveyed after being potholed. Potholing of existing watermain to be completed by the City.
- 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.
- Registered Land Surveyor Services – Project coordination, review, and QA/QC.

C. DESIGN SERVICES

At the request of the City of Seward, two additional plan submittals will be prepared that includes an additional 1,700 feet of water main to complete a water system network loop.

A list of the additional design/plan development tasks are found below:

- Project Management
- Coordination with Others
 - Schemmer will coordinate their design with City departments, outside agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with City departments, consultants, or outside agencies. Two (2) coordination meetings with other City departments, consultants, or outside agencies are assumed for this project. Schemmer will be responsible for preparing the agenda as well as developing and distributing meeting minutes. This task does not include coordination with utilities or the public.

- Review Meetings
 - Schemmer will schedule and attend one additional review meeting to receive the City’s review comments from the submittals. Schemmer will prepare and distribute meeting minutes.

- Water Main Design
 - Water Main Plan and Profiles – Includes additional development of watermain plan and profile sheets for extension of the proposed watermain along Worthman Boulevard to continue north the existing 14” watermain along the railroad. Watermain design shall be in accordance with the City of Lincoln Standard Specifications for Municipal Construction. The pipe sizes will be provided by the City. Hydrant locations will be identified by the City. The total length of additional watermain design is approximately 1,700 feet, of which approximately 185 feet would be bored.
 - No water modeling will be conducted.

- Utility Coordination
 - Schemmer will review the utility locations shown on the plans and verify these locations during field inspections. After the survey is complete, plans will be distributed to utility companies for verification of ownership, type, size, location, and whether or not the utility is cased.
 - Schemmer will request that utility companies return marked up plans with utility verification. Schemmer will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.
 - Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time during the development and determination of a preferred alignment. Schemmer shall identify and evaluate potential strategies to minimize or avoid major impacts where practical. Schemmer and the City’s Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Schemmer will then request the utility company to verify the conflict, develop a solution, and provide an estimate of reimbursable costs (if applicable) associated with the utility relocation.

- Plans, Specifications, and Estimates
 - The City indicated there may be a need to expedite watermain construction ahead of roadway construction, therefore, it is anticipated that two separate plan sets and bid documents shall be prepared resulting in additional plan development efforts.
 - Plan sheets to be included for each watermain plan set submittal will include the following:
 - Cover sheet
 - Summary of Quantities
 - General Notes
 - Details
 - Alignment sheets
 - Watermain plan and profile sheets (including utility crossing info in profile)
 - Hydrant profiles
 - Cross-connection pipe profiles
 - Construction and removal sheets
 - Right of Way Sheets
 - Standard plans (City of Lincoln)

- Permitting
 - Nebraska Department of Environment and Energy (NDEE)
 - Railroad Utility Crossing Permit

- Bidding
 - Schemmer will prepare up to two additional sets of front-end documents and assist the City with advertising the project through A&D Technical Supply for plan distribution and logging issued plans.
 - Schemmer shall be responsible for answering design questions during the advertisement period and will incorporate the answers into the official addendum document for posting to bidders through A&D Technical Supply.
 - Schemmer shall review all bids received and provide comments to the City with a recommendation of award action.

This amendment includes two additional plan sets:

- Watermain plans beginning at Pine Street and ending on the south side of Walker Road (open cut construction assumed).
- Watermain plans for boring under Walker Road and the railroad to connect to the existing 14” main.

2. Other services that are considered additional effort and weren’t anticipated in the original contract are as follows:

- N/A

3. The responsibilities of Owner are modified as follows:

- Potholing of existing watermain to be completed by the City.
- The City is responsible for determining new watermain pipe sizes and confirming water system capacity.
- The City will pay for all fees by outside agencies directly.

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 (approved Amendment #1 fee)
 \$36,721.79 (approved Amendment #2 fee)
 \$79,665.15 (approved Amendment #3 fee)
\$33,301.00 (Amendment #4 fee)
 \$302,523.36 (total estimated compensation)

5. The schedule for rendering services is modified as follows:

Schemmer will begin work immediately upon receipt of an accepted agreement and a notice to proceed. The first watermain construction package will be ready for bidding before February 15th, 2025. Subsequent watermain construction plans will be completed once railroad coordination is complete.

6. Other portions of the Agreement (including previous amendments, if any) are modified as follows: N/A

**Attachment 2: Hour Estimate Form
Amendment #4**

**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
I.	Project Administration												
I.a	Project Management	2	6										8
I.b	Review Meetings with City Staff		2			2							4
I.c	Coordination with Others		2			2							4
II.	Topographic Field Survey												
II.a	Topographic Field Survey							2	24	24			50
II.b	Boundary Survey							8					8
II.c	Title Research		2					2					4
II.d	CAD Services									12			12
III.	Watermain Design												
III.a	Water Main Plan and Profiles	2	8			32							42
III.b	Utility Coordination		4			4							8
III.c	General Notes Sheet					2							2
III.d	Details Sheet					4							4
III.e	Alignment Sheet					2							2
III.f	Construction and Removal Sheets					8							8
III.g	Right-of-Way Sheets		2			4							6
III.h	Quantities/Opinion of Probable Construction Cost		3			4							7
III.i	Quality Assurance/Quality Control	2	4			2							8
III.j	Permitting (NDHHS, Railroad)	4	24			8							36
III.k	Bid Phase Services		6										6
	TOTALS	10	63	0	0	74	0	12	24	36	0	0	219

WORTHMAN BOULEVARD EXTENSION
City of Seward

Attachment 2: FEE SUMMARY SCHEDULE
Amendment #4

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2025 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$2,860.00
PRINCIPAL	2	\$265.00	\$530.00	
PROJECT MANAGER	10	\$185.00	\$1,850.00	
SENIOR PROJECT ENGINEER	0	\$185.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$145.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	4	\$120.00	\$480.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	0	\$155.00	\$0.00	
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	
II. Topographic Field Survey				\$8,290.00
PRINCIPAL	0	\$265.00	\$0.00	
PROJECT MANAGER	2	\$185.00	\$370.00	
SENIOR PROJECT ENGINEER	0	\$185.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$145.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$120.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	12	\$155.00	\$1,860.00	
PARTY CHIEF SURVEYOR	24	\$110.00	\$2,640.00	
ASSOCIATE SURVEYOR	36	\$95.00	\$3,420.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
III. Watermain Design				\$19,955.00
PRINCIPAL	8	\$265.00	\$2,120.00	
PROJECT MANAGER	51	\$185.00	\$9,435.00	
SENIOR PROJECT ENGINEER	0	\$185.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$145.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	70	\$120.00	\$8,400.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	0	\$155.00	\$0.00	
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	
Subtotal Labor Costs	219		\$31,105.00	
DIRECT NON-SALARY COSTS:				
Printing	No.	Rate (\$)		
Printing	\$	300.00	\$	-
Permit Fees	1	\$ 1,000.000	\$	1,000.00
Survey Mileage	280	\$ 0.700	\$	196.00
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	\$	-
Private Utility Locate	1	\$ 1,000.00	\$	1,000.00
Wetland Delineation		\$ -	\$	-
Sub-Total Direct Non-Salary Costs			\$	2,196.00
TOTAL ESTIMATED FEE				\$33,301.00

6. Consideration of System Impact Study Agreement with Nebraska Public Power District for Electric Transmission Requirements Related to Project Move/DARI Processing - City Administrator Butcher

System Impact Study Agreement For New Load Delivery Point

This System Impact Study Agreement dated December ____, 2024 (Agreement), is made and entered by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD or Transmission Owner) and City of Seward, Nebraska, a municipal corporation and political subdivision of the State of Nebraska, (Applicant). Transmission Owner and Applicant, respectively, being sometimes hereinafter referred to individually as “Party” or collectively as “Parties”.

WHEREAS, NPPD as Transmission Owner is a participating transmission owning member of the Southwest Power Pool (SPP or Transmission Provider) and has transferred functional control of the operation of designated transmission facilities to SPP, which is responsible for providing electric transmission and interconnection service on the electric transmission facilities under its functional control; and

WHEREAS, Transmission Owner must determine: (a) the adequacy of the Transmission Owner's transmission system to accommodate the Applicant's request for new load delivery point service received by NPPD; and/or (b) any required network upgrades; and/or (c) the estimated costs of direct assignment facilities, network upgrades or opportunity costs associated with providing the requested service; and

WHEREAS, Transmission Provider will also need to study this request for new load delivery point service as described under Attachment AQ of the SPP Tariff and the Applicant is responsible for all Transmission Provider study costs incurred through a separate Delivery Point Network Study Agreement which will be executed between NPPD and SPP. The completion and coordination of both study efforts by the Transmission Owner and Transmission Provider is required for new load under the SPP Tariff and the NERC Reliability Standards.

NOW THEREFORE, In consideration of the mutual agreements set forth below, the Applicant and the Transmission Owner agree as follows:

1.0 Performance of Study

The Transmission Owner agrees to provide all necessary labor, facilities, and supervision necessary to perform the System Impact Study (“Study”) as generally described in Sections 2.0 and 3.0 of this Agreement for the Applicant. The Transmission Owner shall use its sole discretion as to the scope, details and methods used to perform the Study.

The Applicant agrees to compensate the Transmission Owner in accordance with Sections 8.0 and 9.0 of this Agreement. The Applicant will provide information as requested by the Transmission Owner.

2.0 Scope

Scoping Meeting. A teleconference meeting between the Transmission Owner and the Applicant, if necessary, shall be held as soon as practical after execution of this Agreement to: (a) review the completed Application and any known issue that could affect the scope of the Study, (b) develop the scope of the Study.

Planning Study. The Study will first evaluate the adequacy of the transmission system to provide for the transmission service that has been requested by the Applicant. The results of the transmission system adequacy evaluation will be used to identify the required transmission facilities necessary to deliver the service that the Applicant has requested. The Study will also include facility cost estimates and estimated project completion timeframes for new facilities, if applicable. Factors to be considered in determining the facilities, if any, to be added to the Transmission Owner's transmission system may include but not be limited to:

1. Steady state power flow study results;
2. Short Circuit study results;
3. Stability study results;
4. NERC Reliability Standards and SPP Criteria;
5. Transmission Owner's Facility Connection Requirements and system design criteria;
6. Reliability requirements of any other party whose facilities in the interconnected transmission network are impacted by the service requested; and
7. Type and term of the service requested.

3.0 Engineering Standards

The Study procedure will utilize Good Utility Practice and the engineering and operating principles, standards, guidelines and criteria of the Transmission Owner, the Regional Transmission Organization and the Reliability Entity of which the Transmission Owner is a member, and approved by the Federal Energy Regulatory Commission as applicable to regional or national planning and reliability standards.

For purposes of this Agreement, Good Utility Practice shall mean any of the practices, methods and acts at a particular time, which in the exercise of reasonable judgement in light of the facts, including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In applying the standard of Good Utility Practice to any matter under this Agreement, equitable consideration should be given to the circumstances, requirements and obligations of each of the Parties hereto and there shall be taken into account the fact that NPPD is a public corporation and political subdivision of the State of Nebraska with prescribed statutory and legal powers, duties and responsibilities. It is recognized that Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather is intended to be any of the practices, methods, and/or actions generally accepted in the region.

If a new facility is recommended, new facilities shall maintain or improve the Transmission Owner's transmission system operation, reliability and transfer capability. The facility design(s) proposed in the Study will use practices and methods consistent with Good Utility Practice, reliability, safety and experience.

4.0 Schedule for Completion

The Applicant shall have thirty (30) calendar days to execute this Agreement once it is received. If the Applicant fails to return the executed Agreement within thirty (30) calendar days of receipt along with the required deposit, the Transmission Owner shall deem the Study request to be withdrawn. Upon completion of the execution of this Agreement, the Transmission Owner will complete the Study and provide Study results to the Applicant within a period of ninety (90) business days after the Transmission Owner has acknowledged receipt of the executed Agreement, deposit and all necessary data from the Applicant. If the complexity of the completed Application or the number of applications from others reasonably requires additional time to complete the Study, the Transmission Owner shall notify the Applicant on a timely basis and provide an estimate of the time needed to reach a final determination.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of the Transmission Owner. All studies, computer input and output data, planning, operating and other documents, work papers, assumptions, and any other material that forms the basis for determining the constraints shall remain in the files of the Transmission Owner, but copies of the final report shall be made available and supplied to the Applicant.

6.0 Nondisclosure of Information

The Applicant shall consider all information provided by the Transmission Owner and all supporting work papers resulting from the Transmission Owner's performance of the services to be proprietary unless such information is available from public sources. The Transmission Owner shall consider all the information provided by Applicant and all supporting documentation related to that information to be proprietary unless such information is available from public sources.

Neither the Applicant nor the Transmission Owner shall publish or disclose proprietary information for any purpose without the prior written consent of the other Party.

7.0 Information Requests

The Transmission Owner may desire additional information regarding the Applicant's proposed transactions on the Transmission Owner's transmission system. The Applicant shall furnish, within ten (10) business days, written responses to reasonable requests for information submitted by the Transmission Owner.

8.0 Rates and Charges

The Applicant will be invoiced for and will pay to the Transmission Owner the actual cost to complete the Study. Upon receipt of an advance payment invoice from the Transmission Owner, the Applicant will make an advance payment equal to fifteen thousand dollars (\$15,000.00) for the cost of the Study. The Applicant will be charged the current compensation rates including overheads for the personnel performing the Study. Expenses that are directly chargeable to the Study shall be determined by the Transmission Owner.

The amount of the advance payment will be applied as a credit toward the actual costs incurred by the Transmission Owner to complete the Study, and if there is any net credit balance upon completion of the Study, the net credit balance will be returned to the Applicant.

9.0 Billing and Payments

The Transmission Owner will invoice the Applicant the required advance payment for the Study when this Agreement is executed. Upon completion of the Study, and before its release to Applicant, the Applicant will be invoiced for and shall pay the Transmission Owner for the unpaid cost of the Study, if the cost of the Study exceeds the advance payment. If, upon completion of the Study, the Transmission Owner's invoice to the Applicant represents a net credit balance, the Transmission Owner shall refund the net credit balance to the Applicant.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the Parties at the following addresses:

Transmission Owner: Nebraska Public Power District
P.O. Box 499
1414 15th Street
Columbus, NE 68602-0499
ATTN: Randy Lindstrom

Applicant: City of Seward, Nebraska
Larry Ruether
1345 River Street
Seward, NE 68434
Phone: (402) 643-3151
Email: Larry.Ruether@cityofsewardne.gov

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a U.S. Postal Service receipt of mail or evidence of delivery by a private express mail service.

11.0 Choice of Law

This Agreement is entered into under and shall be governed and construed by the laws of the State of Nebraska, and any legal action on or arising out of this Agreement shall be commenced and maintained only in Platte County District Court, State of Nebraska.

12.0 Force Majeure

Neither Party shall be considered to be in default of the provisions of this Agreement, except for the obligation to make payments, if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the affected Party could not avoid. The term uncontrollable forces shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the control of that Party. The term uncontrollable forces includes, but is not limited to, fire, acts of God, flood, earthquakes, storms, lightning, pandemic, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, or person for any of the supplies, materials, accesses, or services required to be provided by a Party under this Agreement, strikes, work slowdowns, or other labor disturbances, and judicial constraint. The provisions of this article shall not be interpreted or construed to require a Party to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The affected Party shall give timely written notice to the other Party(s) describing the circumstances of uncontrollable forces which prevent the fulfillment of obligation of this Agreement. The affected Party shall give timely written notice to the other Party(s) that the uncontrollable forces which prevented the fulfillment of obligations of this Agreement are no longer present and work has resumed on those obligations.

13.0 Indemnity

The Applicant shall at all times indemnify, defend, and save the Transmission Owner harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Transmission Owner's performance of its obligations under this Agreement on behalf of the Applicant, except in cases of negligence, or intentional wrongdoing by the Transmission Owner.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Entire Agreement

This Agreement supersedes any and all proposals and/or understandings, oral and written, between the Parties hereto and constitutes their sole and only Agreement regarding the Study provided for herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officials.

Transmission Owner:

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Applicant:

CITY OF SEWARD, NEBRASKA.

By: _____

Name: _____

Title: _____

Date: _____

7. Authorization for Mayor to Sign All Documents Related to the City of Seward's Certificate of Compliance and 2025 Maintenance Agreement with the Nebraska Department of Transportation - City Administrator Butcher

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 28
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Seward
Municipal Extensions in Seward

We hereby agree that Maintenance Agreement No. 28 described above be renewed for the period January 1, 2025 to December 31, 2025.

All terms and attachments to remain in effect as per the original agreement with revised rates per Attachment B attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 202 .

ATTEST: City of Seward

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 202 .

ATTEST: State of Nebraska

District Engineer, Department of Transportation

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Seward

Date: 11/18/2024

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 11.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$11.66 \text{ lane miles} \times \$2,030.00 \text{ per lane mile} = \$23,669.80.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,430.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$3.94 \text{ lane miles} \times \$1,430.00 \text{ per lane mile} = \$5,634.20$$

Other (Explain)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339
AND NEBRASKA REVISED STATUTE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
W. City Limit to begin Divided Highway	34	299.13	299.27	0.14	2	0.28	0.28	0
Begin Divided Highway to End Divided Highway	34	299.27	300.31	1.04	4	4.16	2.08	2.08
End Divided Highway to East City Limits	34	300.31	301.17	0.86	2	1.72	1.72	0
South Limits (Fletcher Street) to Leave City Limits	15	64.03	65.82	1.79	2	3.58	3.58	0
Re-Enter City Limits to Ash Street	15	66.08	66.26	0.18	2	0.36	0.36	0
Ash Street to North City Limits (Waverly Rd)	15	66.26	68.08	1.82	2	3.64	3.64	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				5.83		13.74	11.66	2.08

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 28 QE 2205 Supp 2
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Seward
Municipal Extensions in Seward

We hereby certify that all roadway snow removal and surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Brandon Varilek, Department of Transportation, Lincoln, Nebraska.

ATTEST: _____ day of _____, 202 .

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Seward

Date: 11/17/23

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 11.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

11.66 lane miles x \$2,100.00 per lane mile = \$24,486.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

3.94 lane miles x \$665.00 per lane mile = \$2,620.10

Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339
AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
W. City Limit to begin Divided Highway	34	299.13	299.27	0.14	2	0.28	0.28	0
Begin Divided Highway to End Divided Highway	34	299.27	300.31	1.04	4	4.16	2.08	2.08
End Divided Highway to East City Limits	34	300.31	301.17	0.86	2	1.72	1.72	0
South Limits (Fletcher Street) to Leave City Limits	15	64.03	65.82	1.79	2	3.58	3.58	0
Re-Enter City Limits to Ash Street	15	66.08	66.26	0.18	2	0.36	0.36	0
Ash Street to North City Limits (Waverly Rd)	15	66.26	68.08	1.82	2	3.64	3.64	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				5.83		13.74	11.66	2.08

8. Update on the Wellness Center - Executive Director Brase
CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 1/7/25

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (punch list), Highway 15 Watermain (punch items) and Highway 15 Reconstruction (construction/winter shutdown).
- Water Tower project underway, paint coat issues have led to substantial delays. Painting will likely to resume in Spring 2025.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups, construction meeting held.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, and related legal matters.
- Reviewed Wastewater Rate Study Items with SEH, City Engineer, and Water/Wastewater Superintendent.
- Caselle accounting system project conversion implementation meeting.
- Review of Volunteer Fire Department Items with Chief Mifflin.
- Follow up with all employees on usage of personal leave before the end of the calendar year.
- Met with CUNE and SPS on turf project updates and funding review.
- Met with Senator Jana Hughes and her staff on a number of legislative items.
- Held CRA meeting to discuss closing of numerous TIF Projects and project updates.
- Attended NPPD Wholesale Customer Meeting in Grand Island.
- Reviewed chart of accounts with Finance Director for conversion to Caselle.
- Reviewed sewer backup issue near St. John's CDC with Water/Wastewater Superintendent.
- Reviewed draft purchasing policy with City Clerk and recommended changes.
- Reviewed November Financials with Finance Director.
- Review two (2) new LB 840 applications and requested follow ups from applicants.
- Reviewed SCADA ELAN project with Water/Wastewater Superintendent to understand fiber optic options.
- Off half day December 24, all day December 25th, January 1st, and January 3rd (leave).

Police Department

- Finalize stats for 2024 PD Annual Report

City Clerk/Human Resources/City Hall

- Annual Appreciation Event February 28, 2025
- Bid Policy: Review second draft with City Admin; draft to department heads soon
- ADA Transition Plan: Continue with Self-Evaluation, plan steps
- 2025 Tobacco, Burnsite & Refuse Hauler Licenses: Following up to collect
- Fire Department Bylaws: Awaiting return comments from Chief Mifflin

Water/Wastewater Department

- Blue River Pet Rescue Water Leak
- iPad set up with JEO for GIS
- Submit Annual Biosolids report for Year 2024
- 4th Quarter Discharge Monitoring Reports for WWTF and RO Facility NPDES permits
- RO Facility Generator Room heater repair
- RO Facility and Well Field Back-up Generators fuel delivery

Parks and Rec/Cemetery/Golf/Pool

- Blue River Baseball and Softball sign-up starts Monday, December 30th

- Maintenance of equipment
- Working on park signs and picnic tables
- Snow and ice removal as needed
- Trimming Trees when weather allows
- Start on hole 5 pond at the golf course in January

Civic Center

- Continuing to work on data entry at Municipal Building
- Working with fundraising marketing team to revamp brochures with new text and photos for Civic Center
- Assisting with design of new Civic Center logo
- Continuing to monitor construction progress and relate any relevant information or concerns

Electric Department

- Shut off on Monday deliver letters
- Work on SCADA
- Put away Santa House
- Locates and GIS
- Take down Christmas decorations
- Schedule substation maintenance
- Register employees for 811 conferences
- Line up schedule to trench power in for 14th street apartments

Street Department

- Push up burn pile and compost
- Sign replacement
- Snow and ice removal as needed
- Stump grinding
- Fill stump holes

Library

- Closed at 4:00 on Tuesday, New Year's Eve
- Young at Heart book group
- Creation and distribution of Library Board Agenda
- Breakout Box activities continue this week for families and youth
- Home delivery of library material to assisted living and others with limited access to the library happens every Tuesday

Building Inspection/Planning Department

- Planning Commission – January 13: WCP Minor Plat, Rezone, Annexation and Gokie alley vacate
- Plan Reviews – Working with the Fire Marshal for reviews of the Electric Building and Greg Nelson Rue 6, Pasta Barn and Cigar Bar projects
- Code Updates – Pushed to February
- Inspections and Plan reviews

Engineering

- Highway 15 Water Main - Change Order

- Project Move – coordination with Schemmer on Worthman Blvd. design
- WW Rate Study – meeting, final report due 12/31
- Worthman Blvd Extension – edits, awaiting final plan set, bid advertisement

Finance Department

- Utility Shutoff
- Working on year-end payroll items
- Caselle training in January
- Caselle anticipated go-live in February

Seward Wellness Center

- Site update:
 - Continued fan installation
 - Continued hallway flooring/general finishes
 - Pool equipment install begins this week
 - Epoxy floor coating begins/Cabinets/ General finishes
- Weekly SWC planning meeting
- Regular construction meeting
- Hiring process

**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 - City Attorney Hoffschneider

MOTION TO ADJOURN

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

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

Derek Bargmann, City Clerk

Date