



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

Tuesday, August 5, 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, August 5, 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 hand-in a Speaker Card to the Clerk. 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
8/5/2025
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; SA-Salaries; SE-Services; SL-Sales; ST-Sales Tax; SU-Supplies; TE-Testing;
TR-Training; TO-Tools; UN-Uniforms; UT-Utilities

ACLARA TECHNOLOGIES LLC	IT	15,980.00
AKRS EQUIPMENT INC	RE	162.78
ALL ROAD BARRICADES INC	SU	595.90
ALLO COMMUNICATIONS	UT	432.07
AMAZON CAPITAL SERVICES INC	SU	3,860.14
AMG TECHNOLOGY LLC/NEXTLINK	UT	103.35
ANTHONY W HARTMANN CONSTRUCTION	CI	2,278.98
AQUA-CHEM INC	SU	11,782.79
ARPS	CI	10,731.63
ARTEX GROUP INC	UN	489.00
B N S F RAILWAY COMPANY	AF	2,280.19
BERN'S BODY SHOP	RE	309.50
BIZCO TECHNOLOGIES	IT	8,532.14
BOCKMANN INC	INS	446.00
BORDER STATES INDUSTRIES INC	INV/SU	12,833.46
BOUND TREE MEDICAL LLC	SU	1,267.09
BRAD PARLIAMENT	MC	300.00
BROC LAVELLE	MC	175.00
BROKEN ARROW EXCAVATING	CI	83,083.68
CAPITAL BUSINESS SYSTEMS INC	SE	715.12
CAPITAL UMPIRES ASSOCIATION	MC	942.00
CARSON CORE	MC	350.00
CASH-WA DISTRIBUTING CO	SU	655.48
CITY SEWARD BUILDINGS/GROUNDS	OP	4,000.00
CITY SEWARD ELECTRIC FUND	UT	59,855.88
CITY SEWARD LIBRARY PETTY CASH	PF	154.69
CODR PLUMBING & EXCAVATING	SE	813.00
COMMONWEALTH ELECTRIC CO	RE	1,856.00
CONSOLIDATED WATER SOLUTIONS	SU	5,383.43
CONSTELLATION NEWENERGY GAS	UT	68.13
CUTTIN IT CLOSE LAWNCARE LLC	SE	860.00
DANKO EMERGENCY EQUIPMENT CO	EQ	890.00
DETECTACHEM INC	SU	177.60
DREW WIESEMAN	MC	175.00

EAKES OFFICE SOLUTION	SU	2,114.96
ECES INC DBA CAMPBELL CLEANING	SE	1,200.00
ELECTRONIC CONTRACTING CO	SE	240.00
FALLER LANDSCAPE	GU	1,548.00
FELD FIRE INC	SU	2,669.00
FIRSTAR FIBER INC	SE	407.07
FYR-TEK	SU	11,287.26
G & P DEVELOPMENT LANDFILL	SE	363.86
GALLS LLC	UN	13.98
GERHOLD CONCRETE CO INC	SU/CI/GU	3,150.66
GRAINGER INC	SU	198.12
GREAT PLAINS COMMUNICATIONS IN	UT	604.72
GREAT PLAINS POWER LLC	SU/RE	133,050.00
HACH COMPANY	SU	288.07
HARN R/O SYSTEMS	CI	29,492.71
HOBSON AUTOMOTIVE	OI/RE	108.71
HOFFSCHNEIDER LAW PC LLO	SE	5,000.00
HORNUNG'S GOLF PRODUCTS INC	SU	258.05
HUSKER ELECTRIC SUPPLY CO	SU	4,403.09
INTERNAL REVENUE SERVICES	RI	170.66
JAYDEN HANSON	MC	350.00
JC HEMPHILL	MC	262.00
JEO CONSULTING GROUP INC	CI	42,244.50
JERRY'S ELECTRIC INV	CI	33,960.00
JONES AUTOMOTIVE	FA	62.00
K & Z DISTRIBUTING	SU	772.70
K2 REAL ESTATE DEVELOPMENT LLC	CI	64,756.73
KAY PARK-REC CORP	GU	4,705.00
KV ENTERPRISES INC DBA H & S	BU	393.84
LAST MILE NETWORK CONS GR LLC	IT	75.30
LILLI HEASTON	RI	40.00
LINCOLN WINWATER WORKS	SU	584.05
MAGUIRE IRON INC	CI	249,946.25
MARY JO/JEFF HEGY	MC	55.00
MEMORIAL HEALTH-DRUG	SE	105.00
MENARDS NORTH	BU	390.13
MEYER AUTOMOTIVE	RE	560.00
MID-AMERICAN BENEFITS LLC	INS	3,860.41
MITCHELL CARLSON	MC	500.00
MUNICIPAL ENERGY AGENCY OF NE	SE	1,500.00
NEBRASKA D A S ACCT OCIO	SE	245.00
NEBRASKA GOLF & TURF	SE	510.00
NEBRASKA PUBLIC HEALTH ENV LAB	TE	173.00
NEBRASKA STAR BEEF CO LLC	SU	113.40

NORRIS PUBLIC POWER DISTRICT	UT	2,781.90
OLSSON	CI	182,847.83
O'REILLY AUTOMOTIVE INC	SU/OI	310.37
PITNEY BOWES INC	SE	294.00
PLUNKETT'S PEST CONTROL	SE	147.78
PRAIRIE MECHANICAL CORPORATION	UN	560.00
QUALITY BRANDS OF LINCOLN	SU	1,898.98
QUILL CORP	SU	289.18
R & R REFRIGERATION LLC DBA LEE'S	BU	211.08
RICH HILL	MC	150.00
SAM'S CLUB/SYNCHRONY BANK	SU	350.08
SCHEMMER ARCHITECTS ENGINEERS	CI	102,558.18
SEWARD COUNTY CHAMBER/DEV	RI	223.77
SEWARD COUNTY EMA	SE	15.00
SHAWN CARR	MC	410.00
SHORT ELLIOTT HENDRICKSON INC	CI	37,523.18
SITONE LANDSCAPE SUPPLY	SU	171.78
SOFIA HEASTON	MC	40.00
SPORTS EXPRESS	SU/UN	424.00
STATE DISTRIBUTING CO	SU	775.03
SUBSURFACE SOLUTIONS	SU	285.07
SUHR & LICHTY INSURANCE AGENCY	INS	41,273.00
SUMMIT FIRE PROTECTION	SE	625.00
TOM COREY	MC	150.00
TOTAL TOOL SUPPLY INC	SU	3,526.34
TRAVIS BOYLL	MC	300.00
TRIMAX MOWING SYSTEMS	RE	525.51
U S CELLULAR	UT	143.25
ULINE	SU	426.32
VERIZON FINANCIAL SERVICES LLC	UT	863.19
VISA		14,043.85
MAILCHIMP	MS	39.50
LINCOLN JOURNAL STAR	PU	60.44
SMTP2GO	IT	75.00
POSITIVE PROMOTIONS	SU	185.45
SAM'S CLUB	SU	1,249.20
CLIA LAB PROGRAM	SU	248.00
EMERGENCY SOLUTIONS	IT	170.59
NI STATE PAYPORT	TR	46.38
SCHEEL'S	OP	224.18
JIMMY JOHNS	ML	229.59
BAGELS & JOE	ML	338.63
SCC-LINCOLN	TR	1,000.00
USPS	PF	128.90

WALMART	SU	1,022.90	
AMAZON	SU	1,926.14	
REVOLUTION WRAPS	BU	235.07	
OMG NAT'L MARKETING	SU	217.77	
ONEFACE	TR	498.00	
WEATHERTECH	SU	156.95	
GLOCK INC	TR	60.15	
FBI NEBRASKA	MS	20.00	
MERLES FLOWER SHOP	BU	344.00	
HERPOLSHEIMERS	RE	149.26	
DRAGON PALACE	ML	141.40	
VALENTINOS	ML	125.14	
RUNZA	ML	192.67	
RACK SOLUTIONS	FA	217.91	
KINER SUPPLY	SU	415.83	
THE FORT	SU	1,517.46	
CUSTOM SIGNS	SU	248.62	
CONSTANT CONTACT	IT	26.00	
FOREUP	SE	686.08	
TRACFONE	UT	34.27	
HULU	MS	100.66	
KIEFER AQUATICS	SU	1,268.64	
AMERICAN RED CROSS	TR	74.00	
BAMBRELLA	BU	136.20	
SPOTIFY	MS	12.89	
TRACTOR SUPPLY	BU	219.98	
WESCO DISTRIBUTION INC	SU		2,009.18
WHITE CAP LP	CI		9,115.29
WINDSTREAM NEBRASKA INC	UT		180.92
YORK EQUIPMENT INC	SU		549.55
YORK FARM SUPPLY LLC	RE		1,139.85
ZIMCO SUPPLY CO	SU		2,901.55
	TOTAL		\$1,245,313.27

2. Report on Recreation Fees - Golf Event on July 18, 2025



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

Date: July 18, 2025

To: *City Council*

From: *City Administration*

Re: Discounted Recreational Fee Report – July 18, 2025, event

As was discussed and approved at the May 16, 2017, City Council meeting, Mayor Eickmeier has been authorized to offer a discounted or complimentary rate for recreational programs at his discretion. The following fees were waived for an employee golf event held at the Seward Community Golf Course on July 18, 2025. The purpose of the event was to encourage employees to golf with one another for free to build employee morale and to establish stronger social relations amongst coworkers.

32 Employees X \$33.00 for 9-holes and cart fee = \$1,056.00

3. Draft Minutes of July 15, 2025, City Council Meeting

July 15, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, July 15, 2025, 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, John Singleton, Matt Stryson, Rich Wergin. Councilmembers absent: Tatum Tonniges. Other officials present: City Administrator Greg Butcher, City Attorney's representative Connor Madsen, City Engineer Mike Oneby, Water/Wastewater Director Brandon Koll, Building/Zoning & Code Enf. Director Tim Dworak, and Police Sergeant Jon Wiedemeyer.

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 Stryson.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,030,053.96)
4. Police Department Report
5. Annual Publication of Salaries in Accordance with Section 19-1102 of the Nebraska State Statutes
6. Draft Minutes of July 1, 2025, City Council Meeting
7. Mayor Appointments to Boards and Commissions:
 - a. Appoint Ivan Krenke to the Seward Volunteer Fire Department Roster

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

PUBLIC HEARINGS

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

Building/Zoning & Code Enf. Director Dworak described the proposed rezone as a property located at 238th and Old Mill Road within the extra-territorial jurisdiction (ETJ). The planned lots (five) meet the requirements of the Rural Residential 'RR' zoning designation. The Planning Commission recommended the request unanimously.

The public hearing was opened at 7:03 p.m. With no comments received, the hearing was closed at 7:03 p.m.

Councilmember Stryson introduced Ordinance No. 2025-16. Councilmember Kolterman moved, seconded by Councilmember Wergin, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Francescato, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-16**, 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 RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF OLD MILL RD AND EAST OF 238TH 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, Singleton, Stryson, Wergin.
Nay: None. Absent: Tonniges. Motion carried.

2. CONSIDERATION OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT OF BLUM ADDITION

Mr. Dworak continued by indicating an additional request for replat of the Blum Addition development. The Planning Commission recommended the request unanimously.

The public hearing was opened at 7:06 p.m. With no comments received, the hearing was closed at 7:06 p.m.

Councilmember Francescato introduced Ordinance No. 2025-17. Councilmember Kolterman moved,

July 15, 2025

seconded by Councilmember Kahler, to dispense with the statutory rule.

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

Councilmember Stryson moved, seconded by Councilmember Singleton, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-17**, AN ORDINANCE TO APPROVE THE PLAT ENTITLED "BLUM ADDITION", A PLAT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

3. CONSIDERATION OF AN ORDINANCE TO REVISE THE CITY'S UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); ARTICLE 31 SUPPLEMENTAL USE REGULATIONS; 410-31.5 COMMERCIAL USES, SUBSECTION B

Mr. Dworak noted that a dealership on the east edge of the city was not currently compliant with the Code as currently constructed. In review of other similar businesses within the city, it was determined that one other dealership was not currently in compliance. The proposed change would specify the requirements for a dealership to place vehicles for sale on concrete—the two existing businesses not currently doing this will be 'grandfathered' in but must be made compliant if the use changes or ceases to exist. The Planning Commission recommended the proposed change unanimously.

The public hearing was opened at 7:10 p.m. With no comments received, the hearing was closed at 7:10 p.m.

Councilmember Singleton introduced Ordinance No. 2025-18. Councilmember Kolterman moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Francescato, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-18**, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 31 SUPPLEMENTAL USE REGULATIONS; TO AMEND COMMERCIAL USES; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

4. CONSIDERATION OF A VOLUNTARY ANNEXATION REQUEST (FIRST READING) FOR LOT 1 MEYCO SUBDIVISION PUD AND THE REMAINING PORTIONS OF SEWARD RAIL CAMPUS FIRST ADDITION CORRECTED PLAT AND SEWARD RAIL CAMPUS PUD SECOND ADDITION

Mr. Dworak denoted that new property owners at the Rail Campus had requested an annexation which would extend the corporate limits to the western campus edge, except for the Heath property. The DARI and Parker Baby projects are required by their Tax Increment Financing (TIF) agreement to be within corporate limits. The Planning Commission recommended the request unanimously.

The public hearing was opened at 7:12 p.m. With no comments received, the hearing was closed at 7:12 p.m.

Councilmember Stryson introduced **Ordinance No. 2025-19** and it was read for the first time: AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY LOT 1 MEYCO SUBDIVISION PUD AND THE REMAINING PORTIONS OF SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT AND SEWARD RAIL CAMPUS PUD SECOND ADDITION, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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ADMINISTRATIVE ITEMS

1. COMPILATION ENGAGEMENT LETTER WITH AMGL FOR PREPARATION OF THE BUDGET IN THE FORM PRESCRIBED BY THE STATE OF NEBRASKA BUDGET ACT FOR FISCAL YEAR 2025-2026

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve the compilation engagement letter with AMGL for the preparation of the FY26 budget as presented.

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

2. CONSIDERATION OF AN ORDINANCE TO CREATE A BEFORE/AFTER SCHOOL INSTRUCTOR POSITION

City Clerk Bargmann noted that a before/after school program was set to begin at the Wellness Center in August, which would replace the previous Jays Club at the elementary school. As such, the ordinance would create part-time positions to staff the program. An open house will be held in early August for interested parents.

Councilmember Francescato introduced Ordinance No. 2025-20. Councilmember Stryson moved, seconded by Councilmember Miller, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Francescato, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-20**, AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO CREATE A BEFORE/AFTER SCHOOL INSTRUCTOR POSITION; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

Councilmember Stryson introduced **Resolution No. 2025-25**, to designate City items as surplus. Councilmember Kahler moved, seconded by Councilmember Francescato, to approve the resolution as presented.

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

4. CONSIDERATION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SEWER REVENUE BOND—NOT TO EXCEED \$37,286,000—FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT

City Administrator Butcher indicated that the City had been working with a bond counsel to assist with the funding of the project through the State Revolving Fund (SRF). The counsel's recommendation is that the City bond be at \$37 million to ensure a proper debt coverage of 1:1.25 based on revenue projections. The City is still on track to receive the funding at a 1.4% interest rate.

Councilmember Kolterman introduced Ordinance No. 2025-21. Councilmember Kolterman moved, seconded by Councilmember Francescato, to dispense with the statutory rule.

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

Councilmember Kahler moved, seconded by Councilmember Wergin, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-21**, AN ORDINANCE AUTHORIZING THE ISSUANCE OF SEWER REVENUE BOND, OF THE CITY OF SEWARD, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-SEVEN MILLION TWO HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$37,286,000), FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT; APPROVING A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT; PRESCRIBING THE FORM OF THE BOND ISSUED AS A SINGLE PROMISSORY NOTE; PLEDGING THE REVENUES OF THE SANITARY SEWER SYSTEM FOR PAYMET OF BONDS; PROVIDING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT TO THE SANITARY SEWER SYSTEM AND RELATED REVENUES; AUTHORIZING THE

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DELIVERY OF SAID NOTE AND LOAN AGREEMENT WITH NDWEE; DECLARING AN EMERGENCY FOR THE ORDINANCE TO GO INTO IMMEDIATE EFFECT; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS.

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

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

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

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Kolterman, that the City Administrator's report of July 15, 2025, be accepted.

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

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Kolterman, that the July 15, 2025, City Council Meeting be adjourned.

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

Adjourned approximately 7:35 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of a Seward Foundation Application: Seward Imagination Library - Seward Kiwanis Club - \$2,500



Grant Request Form

Name of Project: Seward Imagination Library

Contact Name: Emily Hemphill

Address: P.O. Box 245

Phone: (402) 641-4308

City: Seward

State: NE

Zip Code: 68434

This project is being submitted to: City Council School Board for further consideration. It is understood that upon approval by the aforementioned entity this Grant Request Form will, in turn be submitted to the Seward Foundation, Inc for final determination. **Please note, this grant application will not be considered for funding until approval is given by the City Council or the School Board for submittal to the Foundation.**

Description of the Project: Please provide a brief description of the project under consideration and the proposed use of Seward Foundation, Inc. grant monies.

In 2024, the Seward Kiwanis Club worked to bring the Dolly Parton Imagination Library to Seward County. Imagination Library helps inspire a love of reading and promotes the importance of literacy by gifting free books to children each month from birth to age 5. While the books are provided free by the Imagination Library through the Dollywood Foundation, Kiwanis must cover the cost of postage for distribution of the books to children enrolled in the program. Seward Foundation funds would be used toward postage costs.

Additional Information: Please provide additional information regarding the project including the need that the project fulfills within the community and the target market for the project. How will this project be promoted to the community at large?

Books are age-appropriate and cover a wide variety of themes, promoting cognitive development, fostering interactions around books, establishing a positive attitude toward reading and increasing emerging literacy skills. When a child enters kindergarten ready for school, he or she has an 82% chance of mastering basic skills by age 11, compared with a 45% chance for those who are not school-ready. Investment in high-quality early childhood programs delivers a 7-10% annual return on investment through improved education, health, social and economic outcomes, increased productivity and the reduced need for social spending. Registration for the Imagination Library is available online and is promoted at family oriented events, including at Seward Memorial Library, area childcares, the MHCS health fair, Seward County Fair, Scare at the Fair and more.

Financial Information: Please provide financial information for the proposed project detailing out the overall estimated cost of the project and the sources and uses of funds including this Grant Request Form. Note: The Seward Foundation, Inc. prefers and encourages investment and support from other outside entities to assist in funding projects.

TOTAL PROJECT COST:

SOURCES OF FUNDS	USE OF FUNDS
Seward County Gives: \$1,400	Postage
Seward Rotary Club: \$1,400	Postage
Milford Kiwanis Club: \$2,500	Postage
Utica Lions Club: \$1,000	Postage
Thrivent: \$250	Postage
Seward Foundation: \$5,000	Postage

Operating Budget: Please attach and provide an on-going budget for this program/project.

Who will continue to fund and maintain this program/project on an on-going basis?

The Seward Imagination Library operates under the Kiwanis Club of Seward and the Kiwanis Club of Seward Foundation. The organization is seeking funding through additional grants to help close the gap for 2025 and secure funds for a future endowment. It has also launched a letter campaign to local businesses and individuals asking for financial support.

How did you arrive at the budget figures?

In its first year, Seward Imagination Library registered approximately 375 children, which equates to \$975 per month in postage (\$2.60 per child per month), or \$11,700 per year. Postage and marketing materials are the library's only expenses to date.

Will this grant be sufficient to start/continue this program/project?

Currently, all funds raised in 2024 and early 2025 to cover postage costs have been expended. Funds from many sources, including those listed above, funds from the Seward Foundation, and additional grants listed below, will be needed to continue this program. Seward County has a population of approximately 17,700 people. About 1,000 of those are children age 5 and under who qualify for these free books. As enrollment continues to grow, postage costs will continue to grow. The goal to consider the program fully established is 65% enrollment of age-eligible kids. This would bring the annual postage cost to approximately \$20,280.

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

Yes. Grant requests have been or will be submitted to State Farm Community Grants (\$10,000), Walmart Spark Good (\$5,000), Legacy Fund for Seward County (\$2,500), and Kiwanis Children's Fund (\$3,000), and via letter to local businesses and individuals.

Has this request been made elsewhere and turned down? If so, why?

The Imagination Library is awaiting responses from the grantors listed above.

After grant monies from the Seward Foundation, Inc. have been expended what plans are being made to ensure the ongoing operation of the project/program?

The goal is to raise enough money to cover annual postage expenses, as well as additional funds to put toward an endowment, making the Seward Imagination Library sustainable in perpetuity. These funds are anticipated to come from the additional grants listed above, as well as local business and individual donors. Funds may be invested in the most appropriate manner to ensure gains that can then be used to cover annual costs.

Other Information:

Is this project application related to a new or on-going program?

The Seward Imagination Library launched in May 2024 and is considered an ongoing program, now in its second year.

Who was involved in the development and planning of this program/project?

This program was brought to Seward County by the Kiwanis Club of Seward, Kiwanis Club of Seward Foundation, and the Seward Rotary Club, with support from clubs in Milford and Utica.

Will this program/project be evaluated regularly and if so, by whom?

Yes. Evaluation will be conducted by the Kiwanis Club of Seward, with oversight from the Dolly Parton Imagination Library and Dollywood Foundation.

Is this program/project ready to begin immediately? If not, what is the target date for completion and/or readiness?

Yes, the Seward Imagination Library is already operational.

PRINT FORM

SUBMIT FORM

2. Consideration of a Voluntary Annexation Request (**SECOND READING**) for Lot 1 Meyco Subdivision PUD and the Remaining Portions of Seward Rail Campus First Addition Corrected Plat and Seward Rail Campus PUD Second Addition - Building/Zoning & Code Enf. Director Dworak

Return to:
City of Seward
537 Main St
Seward, NE 68434

ORDINANCE NO. 2025-19

AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY LOT 1 MEYCO SUBDIVISION PUD AND THE REMAINING PORTIONS OF SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT AND SEWARD RAIL CAMPUS PUD SECOND ADDITION, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. TERRITORY ANNEXED; DESCRIPTION. The following described property, having been petitioned for annexation by all of the property owners of said property, is annexed to the corporate limits of the City of Seward, as follows:

LOTS 8 AND 9 OF THE SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, TOGETHER WITH LOTS 15, 16, 17, 18, OUTLOTS J AND H, TOGETHER WITH A PORTION OF LOT 14 OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA. TOGETHER WITH LOT 1 AND EXCEPTING LOT 2 OF THE MEYCO SUBDIVISION PUD PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 29, THENCE S 89° 42' 50" E ALONG THE NORTH LINE OF THE SE ¼ OF SECTION 29, ALSO BEING THE NORTH LINE OF RIGHT-OF-WAY DEDICATION OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT. SAID LINE ALSO BEING THE NORTH LINE OF RIGHT-OF-WAY DEDICATION OF THE MEYCO SUBDIVISION PUD PLAT, DISTANCE OF 1315.96 FEET TO THE NE CORNER OF THE WEST 1/2 OF THE SE ¼ OF SECTION 29. SAID CORNER ALSO BEING THE CURRENT CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA. THENCE S 0° 33' 47" W ALONG THE EAST LINE OF THE WEST ½ OF THE SE ¼ A DISTANCE OF 76.50 FEET TO THE NE CORNER OF

LOT 2 OF THE MEYCO SUBDIVISION PUD PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SECTION 29, SEWARD COUNTY, NEBRASKA. SAID LINE ALSO BEING THE CURRENT CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA. THENCE, N 84° 11' 33" W ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 171.49 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2. SAID CORNER ALSO BEING THE NE CORNER OF LOT 1 OF SAID SUBDIVISION. THENCE S 0° 55' 48" E ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 A DISTANCE OF 370.74 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2. SAID CORNER ALSO BEING THE SE CORNER OF LOT 1 OF SAID MEYCO SUBDIVISION PUD PLAT. THENCE, S 89° 04' 29" W ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 260.00 FEET TO THE SW CORNER OF SAID LOT 1. SAID CORNER ALSO BEING THE CORNER OF SAID LOT 2. THENCE, S 0° 55' 48" W ALONG THE WESTERLY LINE OF LOT 2, A DISTANCE OF 119.99 FEET TO THE WESTERLY CORNER OF LOT 2. SAID CORNER ALSO BEING THE CORNER OF OUTLOT J OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT. THENCE, S 7° 2' 24" E ALONG THE WESTERLY LINE OF LOT 2, A DISTANCE OF 508.66 FEET TO THE SW CORNER OF SAID LOT 2. SAID LINE AND CORNER ALSO BEING COINCIDENT WITH THE EAST LINE AND CORNER OF OUTLOT J OF SAID SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT. THENCE, S 89° 24' 42" E ALONG THE SOUTHERLY LINE OF SAID LOT 2 TO THE SE CORNER OF SAID LOT 2, A DISTANCE OF 361.00 FEET. SAID LINE AND CORNER ALSO BEING COINCIDENT WITH THE LINE AND CORNER OF OUTLOT J OF SAID SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT. THENCE, S 0° 33' 47" W ALONG THE EAST LINE OF THE WEST ½ OF THE SE ¼ OF SAID SECTION 29 A DISTANCE OF 1590.26 FEET TO THE SE CORNER OF THE WEST ½ OF THE SE ¼ OF SAID SECTION 29. SAID LINE ALSO BEING THE EAST LINE OF LOT 15 OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NEBRASKA. SAID LINE ALSO BEING THE EAST LINE OF LOT 8 OF THE SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NEBRASKA. SAID LINE ALSO BEING THE CURRENT CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA. THENCE, N 89° 37' 20" W ALONG THE SOUTH LINE OF THE WEST ½ OF THE SE ¼ OF SAID SECTION 29, A DISTANCE OF 1315.17 FEET TO THE S 1/4 CORNER OF SAID SECTION 29. SAID LINE ALSO BEING THE SOUTH LINE OF LOT 8 AND 9 OF THE SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NE. THENCE, N 0° 32' 58" E ALONG THE WEST LINE OF THE W ½ OF THE SE ¼ OF SAID SECTION 29. SAID LINE ALSO BEING THE WEST LINE OF LOT 9 OF THE SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NEBRASKA. SAID LINE ALSO BEING THE WEST LINE OF LOT 16, AND 17 OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NEBRASKA, A DISTANCE OF 2644.39 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3,167,899 SQUARE FEET OR 72.72 ACRES MORE OR LESS.

Section 2. CORPORATE LIMITS EXTENDED. The corporate limits are hereby extended to include the territory described in Section 1 of this Ordinance as part of the corporate limits of the City of Seward, Nebraska, as the same is designated, and hereby shall be part of and annexed to the City of Seward, Seward County, Nebraska.

Section 3. FILING AND RECORDING. A certified copy of this Ordinance declaring such annexation under the Seal of the City of Seward, Nebraska, shall be filed with the office of the County

Clerk of Seward County, Nebraska.

Section 4. BENEFITS TO INHABITANTS. The inhabitants of the above described territory as set forth in Section 1 of this Ordinance, annexed to the corporate limits of the City of Seward Nebraska, shall receive substantially the benefits of all other inhabitants of the City and such inhabitants shall be subject to the Ordinances and Regulations of the City of Seward, Nebraska.

Section 5. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication as provided by law and city ordinance.

Passed and approved this ___ day of _____, 2025.

THE CITY OF SEWARD, NEBRASKA,

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

3. Consideration of a Resolution to Designate a Crosswalk on Waverly Road, 163' East of the East Curb Line of Eaton Drummer Boulevard, Running North to South - Street Superintendent Miers

RESOLUTION NO. 2025-26

WHEREAS, it is necessary to provide for a crosswalk at the location of the street hereinafter designated for the protection of pedestrians crossing said street,

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

1. A pedestrian crosswalk 6' in width is hereby designated and located on Waverly Road, the center line of which is located 163' east of the east curb line of Eaton Drummer Boulevard, and running north to south across said Waverly Road; and
2. Appropriate signs, signals, lines, and markings shall be placed upon said Street at said location making clearly visible the area of the crosswalk for pedestrians crossing Waverly Road at said location and for vehicular traffic approaching said crosswalk as located from north to south on Waverly Road.

The Mayor declared the resolution adopted.

Dated: August 5, 2025

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

(SEAL)

800232410

800227310

160'

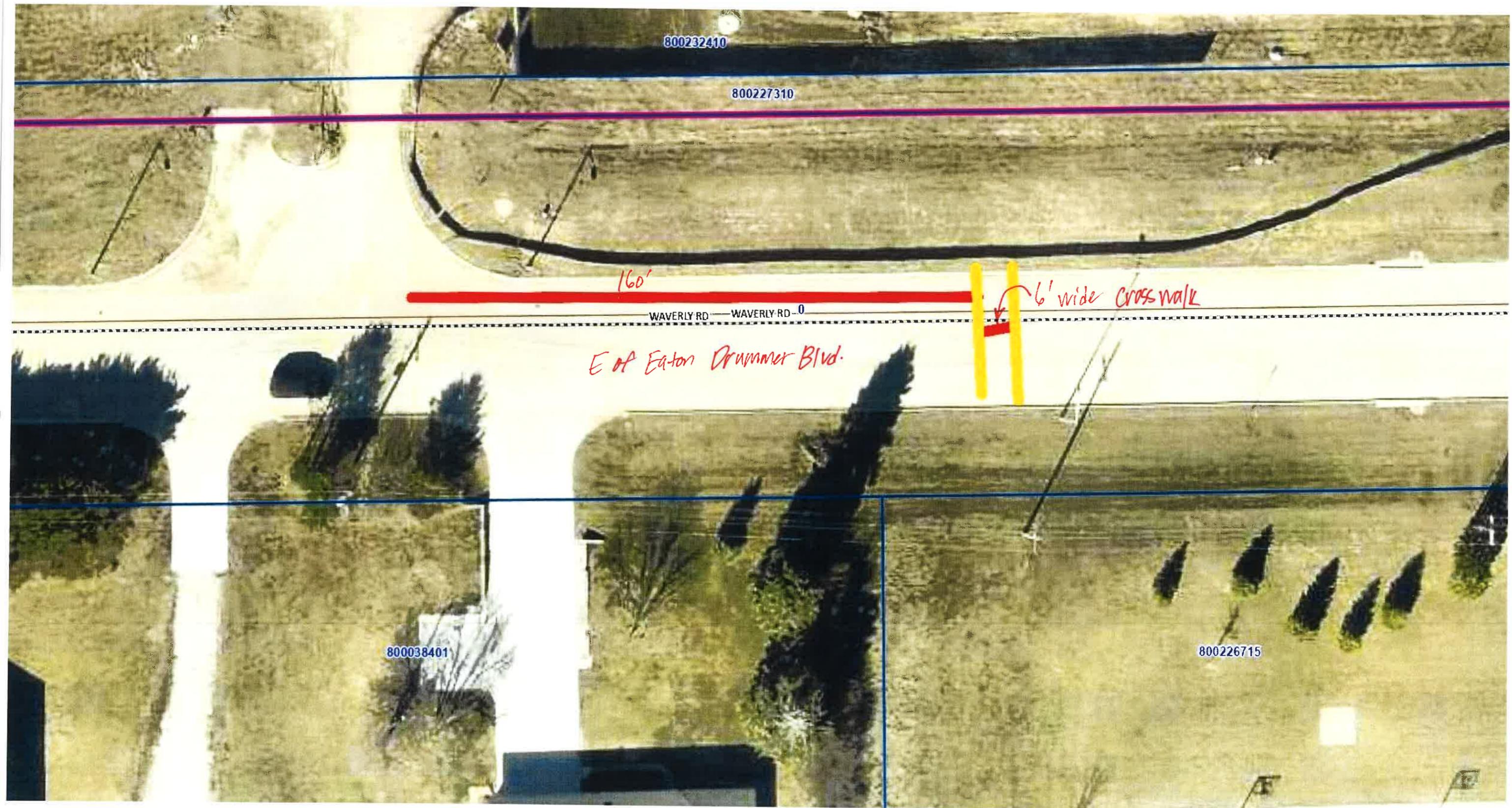
6' wide crosswalk

WAVERLY RD - WAVERLY RD - 0

E of Eaton Drummer Blvd.

800038401

800226715



4. Consideration of a Professional Services Agreement for Engineering Services with The Schemmer Associates for the Seward Recycling Center Slope Stabilization Project - City Engineer Oneby

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

SEWARD RECYCLING CENTER SLOPE STABILIZATION

Professional Services Provided: Preliminary and Final Design

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

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

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

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

Site demolition and grading plan for stabilizing the existing slope along east property line of the Seward Recycling Center.

_____ (“Project”).

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

6.04 *Insurance*

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

6.05 *Suspension and Termination*

- A. Suspension.

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

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

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

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

2. For convenience,

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

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

D. Payments Upon Termination.

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

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

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

6.10 *Indemnification and Mutual Waiver*

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

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

6.11 *Miscellaneous Provisions*

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

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, “Engineer’s Services,” consisting of 4 pages.
- B. Exhibit B, “Consultant Estimate of Hours and Expenses,” consisting of 2 pages.
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of 1 page.

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

8.02 *Total Agreement*

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

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

Owner: _____
City of Seward

Engineer: _____
The Schemmer Associates

By: _____

By: Douglas G. Holle

Title: _____

Title: Executive Vice President

Date: _____

Date: July 23, 2025

Signed: _____

Signed:  _____

Address for giving notices:

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

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 24, 2025.

Engineer's Services

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

PART 1 – SCOPE OF SERVICES

SEWARD RECYCLING CENTER SLOPE STABILIZATION

(Project Description)

This project includes work associated with design services related to the completion of preliminary and final engineering plans to remove existing buildings from the site and prepare a grading plan for stabilizing the existing slope along the east property line of the Seward Recycling Center located in Seward, Nebraska.

The east property boundary of the Seward Recycling Center parallels a vacated alleyway where erosion and bank sloughing have occurred. A previous project by Schemmer presented three alternatives for stabilizing the existing slope, two alternatives evaluated constructing a retaining wall, and the third alternative evaluated grading a stabilized slope.

The required services for this project include project administration, site demolition plan, grading plan, permitting, and bid phase services. No retaining walls are included in this project.

The project will be funded with local funding only. The design will conform to all applicable City of Seward and Nebraska Department of Transportation requirements including the Nebraska DOT Construction Specifications.

Information Provided by the City or Others

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

The City will also provide the following:

- a. Current list of utility companies and contact information.

Tasks specifically not included:

- Right-of-way appraisal and acquisition services.
- Title searches.
- Topographic survey.
- All construction phase services.
- Retaining wall design.
- Sanitary sewer design.

Project Schedule

- | | | |
|----|--------------------|--------------------------|
| a. | August 6, 2025 | Notice to Proceed (NTP) |
| b. | September 5, 2025 | Plan-in-Hand (30%) Plans |
| c. | September 26, 2025 | Final Submittal |
| d. | October 7, 2025 | Approval to Bid |
| e. | November 2025 | Construction |

Design Plan Sheets

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

- a. Cover Sheet
- b. Horizontal Control
- c. Summary of Quantities
- d. General Information
- e. Construction and Removal Plan
- f. Site Grading Plan
- g. Erosion Control Plan
- h. Miscellaneous Details

Submittals

The following formal submittals are anticipated:

- a. Preliminary (30%) Plans
- b. Final Plans

Project Tasks

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

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

- a. *Project Management-* Includes activities required for budget and schedule management, staff assignments, internal cost control, preparation and processing of project correspondence, invoices, and monthly progress reports throughout this phase of the project. For scoping purposes, project management is assumed to last from August 2025 through November 2025.
- b. *Progress Meetings with City Staff-* Progress meetings with City staff will be conducted to update progress and seek resolution of identified issues. One (1) progress meeting is anticipated. Meetings will be attended by the ENGINEER's project manager and one additional project team member.

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

- c. *Team Coordination Meetings-* Includes internal staff meetings throughout project development.

II. Preliminary Design- This task will include utility coordination, preliminary design for slope stabilization, general information sheet, construction and removal plans, opinion of probable construction costs, and plan-in-hand (30% design) review meeting.

- a. *Utility Coordination-* Includes coordination with the known utility companies to identify the limits and potential conflicts of all utilities along the project corridor. ENGINEER will request maps of all existing utilities within the project corridor. Preliminary drawings will be supplied to all utility companies requesting design information.
- b. *Preliminary Design-* Includes grading plan and details for constructing a stabilized fill slope.
- c. *Construction and Removal Plans* – Sheets will be prepared that detail construction and removals for the project.
- d. *Opinion of Probable Construction Costs-* NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost for each alternative.
- e. *Plan-in-Hand-* A plan in hand meeting will be scheduled and conducted with the City of Seward staff at approximately thirty (30) percent preliminary design plan completion. The plan-in-hand will be documented with minutes summarizing the significant findings and decisions made.

Meeting minutes will be prepared for all meetings.

- f. *Quality Assurance/Quality Control (QA/QC)*- The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.

III. Final Design- This task will include site grading plan, construction and removal plans, erosion control, miscellaneous design details, opinion of probable construction costs, permitting, construction contract, specifications, and bid phase services.

- a. *Site Grading Plan*- Includes final grading plan and details for constructing a stabilized fill slope.
- b. *Construction and Removal Plans* – Final sheets will be prepared that detail construction and removals for the project.
- c. *Erosion Control Plans* – A sediment and erosion control plan will be developed to prevent erosion and promote revegetation within the limits of construction.
- d. *Miscellaneous Details* – Engineer to provide design and drafting of miscellaneous details on the project.
- e. *Quality Assurance/Quality Control (QA/QC)* – The Engineer shall perform QA/QC reviews of the project documents at various stages of design and prior to any formal submittal.
- f. *Opinion of Probable Construction Costs*- NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost for each alternative.
- g. *Contract Documents and Special Provisions* – Engineer to develop construction contract documents and special provisions for the project. Special provisions to include recurring NDOT special provisions as well as project specific provisions.
- h. *Permitting* – Engineer to apply for permits on behalf of the City for this project. The anticipated permits for the project are a Construction Stormwater Permit.
- i. *Bid Phase Services* – Engineer will assist the City in advertising the Project for bids. Engineer will coordinate with A&D Technical Supply to distribute plans to potential contractors. The City will conduct the bid letting.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

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

Exhibit B: Consultant Estimate of Hours and Expenses

SEWARD RECYCLING CENTER SLOPE STABILIZATION
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	8										10
I.b	Progress Meetings with City Staff		2			2							4
I.c	Coordination with Others		12			4							16
II.	Preliminary Design												
II.a	Utility Coordination		1		2								3
II.b	Preliminary Design	1	8	2		32							43
II.c	Construction and Removal Sheets		4			24							28
II.d	Quantities/Opinion of Probable Construction Cost		1		4	8							13
II.e	Plan-in-Hand		4			4							8
II.f	Quality Assurance/Quality Control	1	2		2								5
III.	Final Design												
III.a	Site Grading Plan		4	2		8							14
III.b	Construction and Removal Plan		2			8							10
III.c	Erosion Control Plans		1			4							5
III.d	Miscellaneous Details		1			4							5
III.e	Quality Assurance/Quality Control	2	2		2	2							8
III.f	Quantities/Opinion of Probable Cost		1		2	2							5
III.g	Contract Documents and Special Provisions		8			8							16
III.h	Permitting		1			2							3
III.i	Bid-Phase Services		4		6								10
													0
	TOTALS	6	66	4	18	112	0	0	0	0	0	0	206

SEWARD RECYCLING CENTER SLOPE STABILIZATION
City of Seward

Exhibit B: Consultant Estimate of Hours and Expenses

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2025 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$5,510.00
PRINCIPAL	2	\$275.00	\$550.00	
PROJECT MANAGER	22	\$190.00	\$4,180.00	
SENIOR PROJECT ENGINEER	0	\$190.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$150.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	6	\$130.00	\$780.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	0	\$160.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$115.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$100.00	\$0.00	
GRAPHIC DESIGNER	0	\$85.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
II. Preliminary Design				\$14,770.00
PRINCIPAL	2	\$275.00	\$550.00	
PROJECT MANAGER	20	\$190.00	\$3,800.00	
SENIOR PROJECT ENGINEER	2	\$190.00	\$380.00	
REGISTERED DESIGN ENGINEER	8	\$150.00	\$1,200.00	
ENGINEER/ SENIOR TECHNICIAN	68	\$130.00	\$8,840.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	0	\$160.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$115.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$100.00	\$0.00	
GRAPHIC DESIGNER	0	\$85.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
III. Final Design				\$11,930.00
PRINCIPAL	2	\$275.00	\$550.00	
PROJECT MANAGER	24	\$190.00	\$4,560.00	
SENIOR PROJECT ENGINEER	2	\$190.00	\$380.00	
REGISTERED DESIGN ENGINEER	10	\$150.00	\$1,500.00	
ENGINEER/ SENIOR TECHNICIAN	38	\$130.00	\$4,940.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	0	\$160.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$115.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$100.00	\$0.00	
GRAPHIC DESIGNER	0	\$85.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
Subtotal Labor Costs	206		\$32,210.00	

DIRECT NON-SALARY COSTS:

	No.	Rate (\$)		
Printing	1	\$ 300.00	\$	300.00
Mileage	240	\$ 0.700	\$	168.00
Survey Mileage		\$ 0.700	\$	-
Geotech (Field Drilling Subcontractor)		\$ 925.00	\$	-
Geotech (Lab Reimbursable)		\$ 210.00	\$	-
Title Searches		\$ 450.00	\$	-
Lodging		\$ 70.00	\$	-
Per Diem		\$ 39.00	\$	-
Permit Fees		\$ -	\$	-
Private Utility Locate		\$ -	\$	-
Wetland Delineation		\$ -	\$	-
Sub-Total Direct Non-Salary Costs			\$	468.00

TOTAL ESTIMATED FEE

\$32,678.00

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

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

B. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of **\$32,678.00** based on the hours/fee distribution identified in Exhibit B.
2. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and mileage. Other reimbursable expenses (permit fees, etc.) outside of mileage are not included in the Lump Sum and are to be paid by the Owner.
3. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

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

Insurance

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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

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

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

COVERAGES

CERTIFICATE NUMBER: 550758686

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6023928716	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6023928747	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6023928702	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6023928733	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims-Made Basis Pollution Legal Liability			AEH288365469	12/31/2024	12/31/2025	Each Claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Seward Nebraska
 142 N. 7th St.
 Seward NE 68434

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

AUTHORIZED REPRESENTATIVE

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

Dispute Resolution

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

H6.09 Dispute Resolution

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

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

Allocation of Risks

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

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

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

5. Consideration of an Ordinance to Ratify All Actions Taken during the July 2025 Meetings
- City Clerk Bargmann

ORDINANCE NO. 2025-22
CITY OF SEWARD, NEBRASKA

AN ORDINANCE MAKING CERTAIN FINDINGS AND DETERMINATIONS; TO RATIFY ACTION TAKEN AT THE JULY 1, 2025 AND JULY 15, 2025, SEWARD CITY COUNCIL MEETINGS; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

SECTION 1. Findings and Determinations. The City Council of the City of Seward, Nebraska (“City”) does hereby find and determine as follows:

(a) The City Council took official action during the City Council meetings held on July 1, 2025 and July 15, 2025 (the “July Council Meetings”).

(b) The City Council took official action during the July Council Meetings and such actions are outlined and described in the minutes attached hereto as **Exhibit “A”** (the “July Council Actions”).

(c) Notice of the July Council Meetings was published in the *Seward County Independent* on June 25, 2025, as required by statute; the *Seward County Independent* neglected to post the notice on its website and on the Nebraska Press Association website, as required of the newspaper pursuant to Neb. Rev. Stat. § 84-1411; the City requested that the *Seward County Independent* publish notice of the July Council Meetings as so required by Neb. Rev. Stat. § 84-1411, which included publishing on the Nebraska Press Association website for public notices, and received an acknowledgement from said newspaper that it received the request for publication; the City published notice of the July Council Meetings on the City’s website; and the City posted notice of the July Council Meetings in three public places prior to the meetings.

(d) As a precautionary measure to ensure the citizens of the City receive proper notice of City Council meetings and action taken at such meetings, the City desires to ratify all of the July Council Actions taken during the July 1, 2025, and July 15, 2025, City Council meetings as described in **Exhibit “A”** attached hereto, given the failure by the newspaper to publish notice on the websites, as required of the newspaper pursuant to Neb. Rev. Stat. § 84-1411.

SECTION 2. Ratification of Action Taken July Council Meetings. As a precautionary measure to ensure the citizens of the City receive proper notice of City Council meetings and action taken at such meetings, all actions taken by the City Council at the July Council Meetings are hereby ratified, confirmed and approved.

SECTION 3. Pamphlet Form; Publication, When Operative. This ordinance shall be published in pamphlet form and shall be in full force and effective from after its passage, approval, and publication or posting as required by law and city ordinance.

Passed and approved this 5th day of August, 2025.

CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

EXHIBIT "A"
City Council Minutes for July 1, 2025, and July 15, 2025

July 15, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, July 15, 2025, 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, John Singleton, Matt Stryson, Rich Wergin. Councilmembers absent: Tatum Tonniges. Other officials present: City Administrator Greg Butcher, City Attorney's representative Connor Madsen, City Engineer Mike Oneby, Water/Wastewater Director Brandon Koll, Building/Zoning & Code Enf. Director Tim Dworak, and Police Sergeant Jon Wiedemeyer.

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 Stryson.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,030,053.96)
4. Police Department Report
5. Annual Publication of Salaries in Accordance with Section 19-1102 of the Nebraska State Statutes
6. Draft Minutes of July 1, 2025, City Council Meeting
7. Mayor Appointments to Boards and Commissions:
 - a. Appoint Ivan Krenke to the Seward Volunteer Fire Department Roster

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

PUBLIC HEARINGS

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

Building/Zoning & Code Enf. Director Dworak described the proposed rezone as a property located at 238th and Old Mill Road within the extra-territorial jurisdiction (ETJ). The planned lots (five) meet the requirements of the Rural Residential 'RR' zoning designation. The Planning Commission recommended the request unanimously.

The public hearing was opened at 7:03 p.m. With no comments received, the hearing was closed at 7:03 p.m.

Councilmember Stryson introduced Ordinance No. 2025-16. Councilmember Kolterman moved, seconded by Councilmember Wergin, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Francescato, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-16**, 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 RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF OLD MILL RD AND EAST OF 238TH 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, Singleton, Stryson, Wergin.
Nay: None. Absent: Tonniges. Motion carried.

2. CONSIDERATION OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT OF BLUM ADDITION

Mr. Dworak continued by indicating an additional request for replat of the Blum Addition development. The Planning Commission recommended the request unanimously.

The public hearing was opened at 7:06 p.m. With no comments received, the hearing was closed at 7:06 p.m.

Councilmember Francescato introduced Ordinance No. 2025-17. Councilmember Kolterman moved,

July 15, 2025

seconded by Councilmember Kahler, to dispense with the statutory rule.

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

Councilmember Stryson moved, seconded by Councilmember Singleton, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-17**, AN ORDINANCE TO APPROVE THE PLAT ENTITLED "BLUM ADDITION", A PLAT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

3. CONSIDERATION OF AN ORDINANCE TO REVISE THE CITY'S UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); ARTICLE 31 SUPPLEMENTAL USE REGULATIONS; 410-31.5 COMMERCIAL USES, SUBSECTION B

Mr. Dworak noted that a dealership on the east edge of the city was not currently compliant with the Code as currently constructed. In review of other similar businesses within the city, it was determined that one other dealership was not currently in compliance. The proposed change would specify the requirements for a dealership to place vehicles for sale on concrete—the two existing businesses not currently doing this will be 'grandfathered' in but must be made compliant if the use changes or ceases to exist. The Planning Commission recommended the proposed change unanimously.

The public hearing was opened at 7:10 p.m. With no comments received, the hearing was closed at 7:10 p.m.

Councilmember Singleton introduced Ordinance No. 2025-18. Councilmember Kolterman moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Francescato, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-18**, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 31 SUPPLEMENTAL USE REGULATIONS; TO AMEND COMMERCIAL USES; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

4. CONSIDERATION OF A VOLUNTARY ANNEXATION REQUEST (FIRST READING) FOR LOT 1 MEYCO SUBDIVISION PUD AND THE REMAINING PORTIONS OF SEWARD RAIL CAMPUS FIRST ADDITION CORRECTED PLAT AND SEWARD RAIL CAMPUS PUD SECOND ADDITION

Mr. Dworak denoted that new property owners at the Rail Campus had requested an annexation which would extend the corporate limits to the western campus edge, except for the Heath property. The DARI and Parker Baby projects are required by their Tax Increment Financing (TIF) agreement to be within corporate limits. The Planning Commission recommended the request unanimously.

The public hearing was opened at 7:12 p.m. With no comments received, the hearing was closed at 7:12 p.m.

Councilmember Stryson introduced **Ordinance No. 2025-19** and it was read for the first time: AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY LOT 1 MEYCO SUBDIVISION PUD AND THE REMAINING PORTIONS OF SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT AND SEWARD RAIL CAMPUS PUD SECOND ADDITION, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

July 15, 2025

ADMINISTRATIVE ITEMS

1. COMPILATION ENGAGEMENT LETTER WITH AMGL FOR PREPARATION OF THE BUDGET IN THE FORM PRESCRIBED BY THE STATE OF NEBRASKA BUDGET ACT FOR FISCAL YEAR 2025-2026

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve the compilation engagement letter with AMGL for the preparation of the FY26 budget as presented.

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

2. CONSIDERATION OF AN ORDINANCE TO CREATE A BEFORE/AFTER SCHOOL INSTRUCTOR POSITION

City Clerk Bargmann noted that a before/after school program was set to begin at the Wellness Center in August, which would replace the previous Jays Club at the elementary school. As such, the ordinance would create part-time positions to staff the program. An open house will be held in early August for interested parents.

Councilmember Francescato introduced Ordinance No. 2025-20. Councilmember Stryson moved, seconded by Councilmember Miller, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Francescato, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-20**, AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO CREATE A BEFORE/AFTER SCHOOL INSTRUCTOR POSITION; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

Councilmember Stryson introduced **Resolution No. 2025-25**, to designate City items as surplus. Councilmember Kahler moved, seconded by Councilmember Francescato, to approve the resolution as presented.

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

4. CONSIDERATION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SEWER REVENUE BOND—NOT TO EXCEED \$37,286,000—FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT

City Administrator Butcher indicated that the City had been working with a bond counsel to assist with the funding of the project through the State Revolving Fund (SRF). The counsel's recommendation is that the City bond be at \$37 million to ensure a proper debt coverage of 1:1.25 based on revenue projections. The City is still on track to receive the funding at a 1.4% interest rate.

Councilmember Kolterman introduced Ordinance No. 2025-21. Councilmember Kolterman moved, seconded by Councilmember Francescato, to dispense with the statutory rule.

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

Councilmember Kahler moved, seconded by Councilmember Wergin, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-21**, AN ORDINANCE AUTHORIZING THE ISSUANCE OF SEWER REVENUE BOND, OF THE CITY OF SEWARD, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-SEVEN MILLION TWO HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$37,286,000), FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT; APPROVING A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT; PRESCRIBING THE FORM OF THE BOND ISSUED AS A SINGLE PROMISSORY NOTE; PLEDGING THE REVENUES OF THE SANITARY SEWER SYSTEM FOR PAYMET OF BONDS; PROVIDING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT TO THE SANITARY SEWER SYSTEM AND RELATED REVENUES; AUTHORIZING THE

July 15, 2025

DELIVERY OF SAID NOTE AND LOAN AGREEMENT WITH NDWEE; DECLARING AN EMERGENCY FOR THE ORDINANCE TO GO INTO IMMEDIATE EFFECT; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS.

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

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

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

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Kolterman, that the City Administrator's report of July 15, 2025, be accepted.

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

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Kolterman, that the July 15, 2025, City Council Meeting be adjourned.

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

Adjourned approximately 7:35 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

July 1, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, July 1, 2025, 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, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: none. Other officials present: City Administrator Greg Butcher, City Attorney's representative Connor Madsen, City Engineer Mike Oneby, Water/Wastewater Director Brandon Koll, Building/Zoning & Code Enf. Director Tim Dworak, and Electric Superintendent Jared Hochstein.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$814,231.37)
2. Draft Minutes of June 17, 2025, City Council Meeting

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

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF AN EMERGENCY PURCHASE BY THE ELECTRIC DEPARTMENT TO REBUILD ELECTRIC INFRASTRUCTURE DAMAGED BY THE MARCH 19, 2025 BLIZZARD DISASTER

Electric Superintendent Hochstein indicated that a 34.5 kV transmission line north of Augusta Drive had been heavily damaged as a result of the March blizzard. This line is specifically important to improve system redundancy and reliability in the system and should be rebuilt as soon as possible. Restoration is part of the emergency declaration, thus a quote was received from Great Plains Power in the amount of \$108,465 with the work to begin immediately. City Administrator Butcher noted that these expenses will be eligible for reimbursement.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve the request of an emergency purchase to rebuild the 34.5 kV line north of Augusta Drive as presented.

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

2. CONSIDERATION OF A RESOLUTION TO ENTER INTO A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT (NDWEE) IN THE AMOUNT OF \$50,500,000 FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

City Engineer Oneby noted that a previous resolution (2025-12) had been approved on May 20th to approve this loan agreement for \$38 million. With the inclusion of the DARI Processing Project as an expected significant user of the system, the design and scope of the plant will be expanded. As such, the \$50 million construction cost is a conceptual estimate from SEH, with the final design underway. He noted that the previous design did not include DARI because it was not known at that time they would occupy the Rail Campus. The City is working with SEH for appropriate rates to anticipate their large usage. The rate of the loan will be at 1.4% interest over 30 years.

Councilmember Francescato introduced **Resolution No. 2025-24**, to enter into a loan agreement with NDWEE for a total of \$50,500,000 for the Wastewater Treatment Plant Improvements Project. Councilmember Wergin moved, seconded by Councilmember Stryson, to approve the resolution as presented.

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

3. CONSIDERATION OF A CHANGE ORDER WITH BROKEN ARROW EXCAVATING, LLC FOR THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS SOIL SURCHARGE PROJECT IN THE AMOUNT OF \$70,821.50

Mr. Oneby updated that the project had been nearly completed by the contractor, with monitoring of soils to begin shortly. The change order includes an increase in embankment on the site and a storm water connection.

Councilmember Stryson moved, seconded by Councilmember Tonniges, to approve a change order with Broken Arrow Excavating, LLC for the Wastewater Treatment Facility Improvements Soil Surcharge Project as presented.

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

July 1, 2025

4. CONSIDERATION OF A CONSTRUCTION CONTRACT FOR \$1,855,911.88 AND ISSUANCE OF A NOTICE PROCEED TO M.E. COLLINS CONTRACTING CO., INC. FOR THE WORTHMAN BLVD EXTENSION PROJECT

Mr. Oneby noted that a recommendation to award was approved on June 3rd. The project is set to begin shortly with a large portion to be funded—approximately \$1.6 million--by State economic development grants. The driver of this construction is the DARI Processing Project and further development of the western Rail Campus.

Councilmember Tonniges moved, seconded by Councilmember Wergin, to approve a construction contract and issue a notice to proceed to M.E. Collins Contracting Co., Inc. for the Worthman Blvd Extension Project as presented.

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

5. CONSIDERATION OF APPROVAL OF A CHANGE ORDER WITH MAGUIRE IRON FOR THE 500,000-GALLON WATER TOWER PROJECT

Mr. Oneby indicated the change order would allow for installation of temporary fencing around the site to block entry by annual event goers. The project is expected to be completed late fall.

Councilmember Kahler moved, seconded by Councilmember Francescato, to approve a change order with Maguire Iron for the 500,000-Gallon Water Tower project as presented.

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

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Tonniges, that the City Administrator's report of July 1, 2025, be accepted.

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

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Tonniges, that the July 1, 2025, City Council Meeting be adjourned.

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

Adjourned approximately 7:29 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

6. Consideration of a Farm Lease with Gade Farms, LLC, for the Transportation and Application of the City's Wastewater/Sludge - City Clerk Bargmann

FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Gade Farms, LLC, a Nebraska limited liability company

Address: 1428 238th Road, Seward, Nebraska 68434

Real Estate: See Attached Legal Description, Exhibit "A".

1. **Term:** This term of this lease shall commence on March 1, 2025, and shall expire on February 28, 2026.

2. **Rent:** Landlord and Tenant stipulate and agree that the rent payment shall be based on the in-kind services of Gade Farms, LLC's transportation and application of City of Seward wastewater/sludge.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

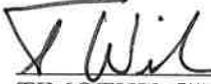
[Rest of Page Left Intentionally Blank. Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of May, 2025.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

 GADE FARMS, LLC
7/1/25
TIMOTHY WINKELMANN, Manager Gade Farms, LLC, a Nebraska limited liability company

ATTACHMENT "A"

The South One-Half (S1/2) of the Northeast Quarter (NE1/4) of Section Thirty-Three (33),
Township Eleven (11) North, Range Three (3) East of the 6th P.M., Seward County, Nebraska.

62+Ac.

7. Consideration of a Request from Seward County Bridges to Allow for the Sale and Consumption of Alcoholic Beverages on City Property (Sand Volleyball Courts at Plum Creek Park) for an Event Held by the Seward County Young Professionals Group on September 6, 2025 - City Clerk Bargmann **(Added on 8/4 at 4P)**

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

157389

Seward County Young Professionals

License #

Licensee Name/Non-Profit Organization

Event location name: Summer Volleyball Tournament

Event address/location: Plum Creek Park- 1933 Karol Kay Blvd, Seward, NE 68434

Event Type: One-Day Volleyball Tournament

Event date(s): 09/06

Event start time(s): 9:00 a.m.

Event end time(s): 4:00 p.m.

Indoor area to be licensed in length & width: N/A X _____

Outdoor area to be licensed in length & width: 75ft X 60ft (Must submit a diagram)

Estimated number of attendees: _____
480- throughout the day, teams will come and go, this number is not all at once. It's an 8-team tournament with 6 people per team. Game times will be assigned.

Alternate dates/times: 09/13- 9:00a.m.-4:00p.m.

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine _____ Distilled Spirits _____

Event contact name: Collin Hain Event contact phone number: 402-643-4189

Event contact Email: collin@cultivatesewardcounty.com

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

0 ft.

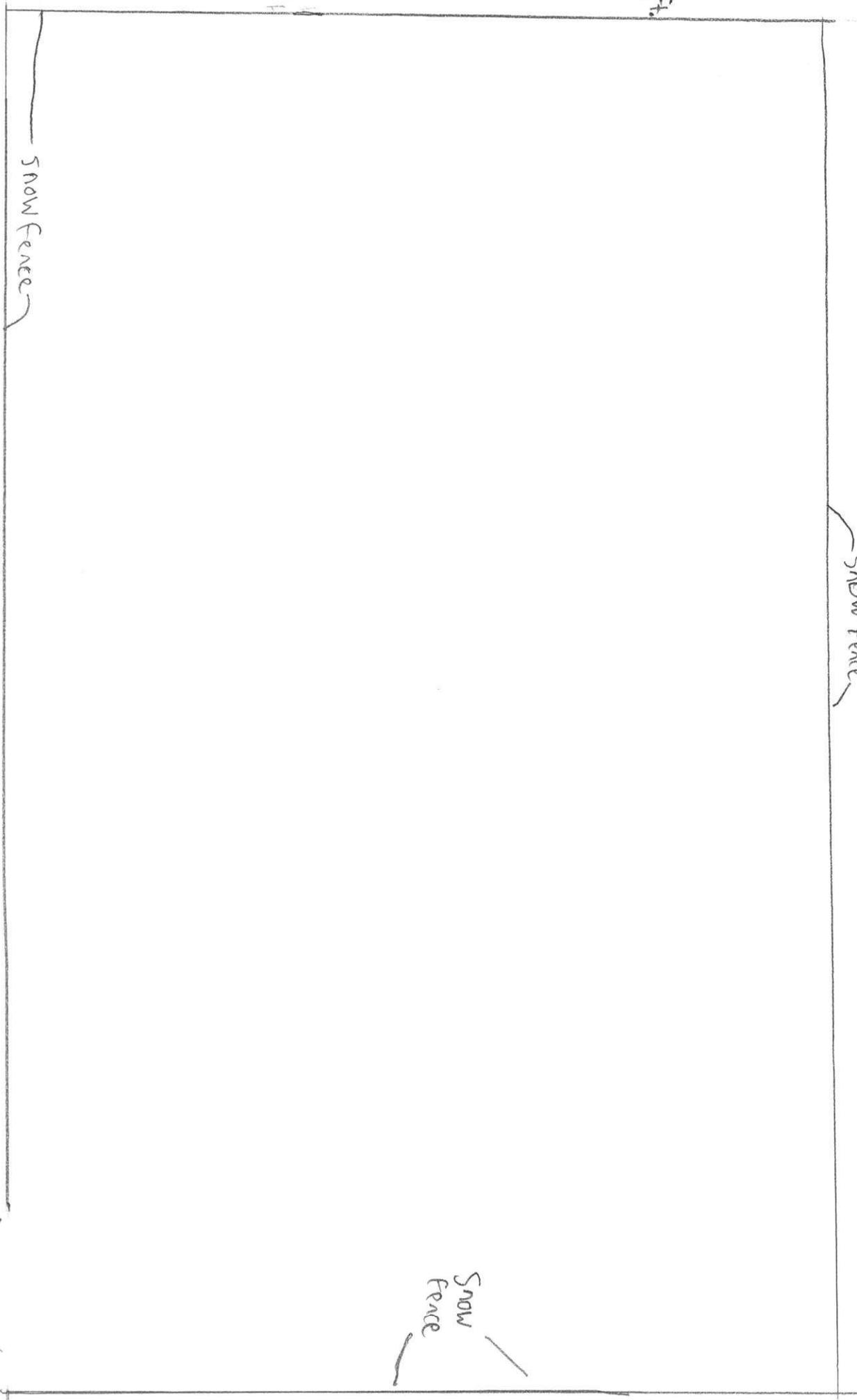
Snow Fence

Snow Fence

75 ft

Opening

Snow Fence



STATE OF NEBRASKA



LIQUOR LICENSE

157389

Non Profit Registration

Valid From Aug 04, 2025 Until Aug 03, 2028

UNLESS SOONER REVOKED, SUBJECT TO THE PROVISIONS OF SAID ACT AND SUCH RULES AND REGULATIONS AS MAY HAVE BEEN OR MAY HEREAFTER BE PROMULGATED OR ADOPTED.

LICENSEE:

Seward County Young Professionals
616 Bradford St
Seward, NE 68434

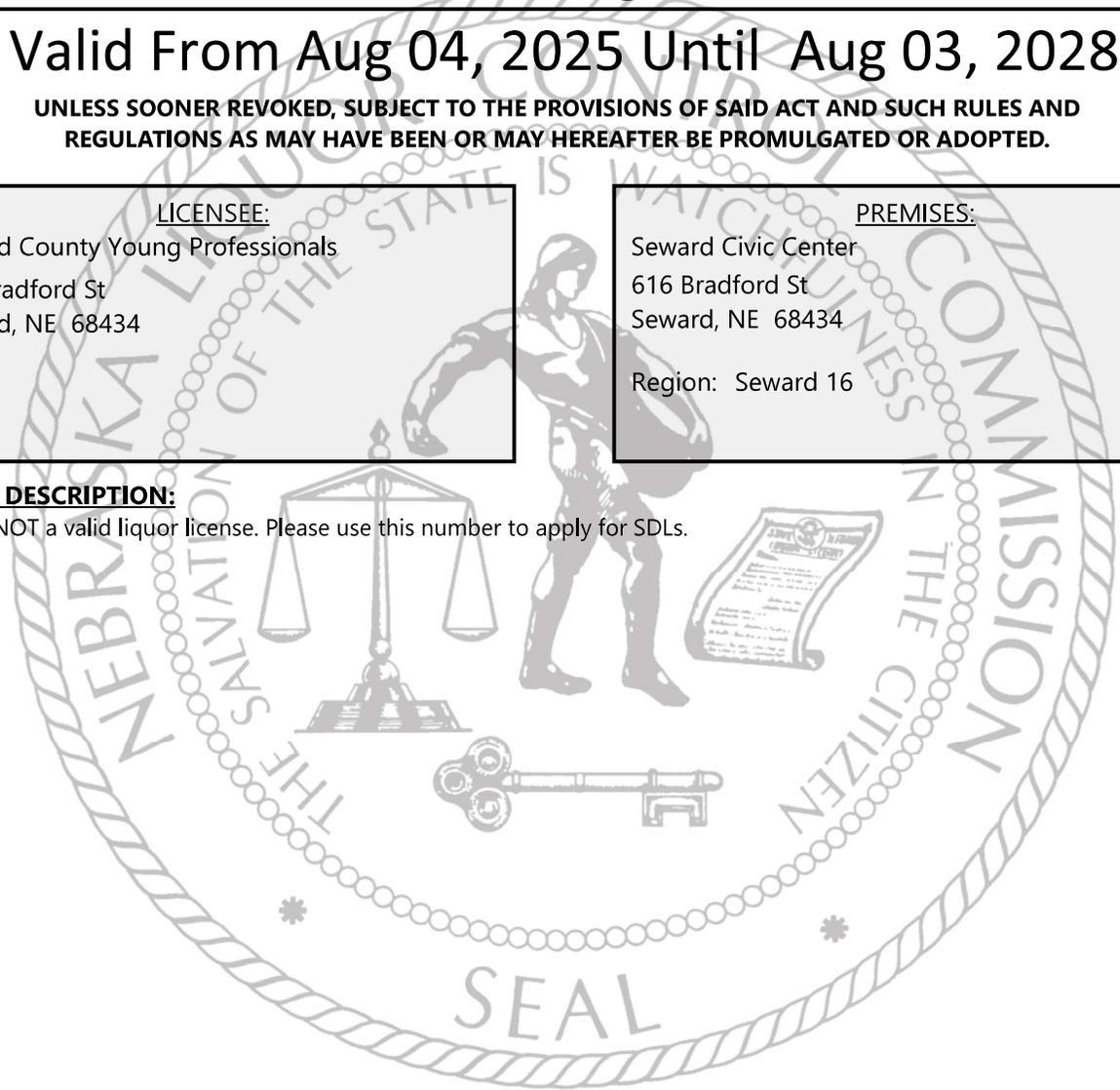
PREMISES:

Seward Civic Center
616 Bradford St
Seward, NE 68434

Region: Seward 16

LEGAL DESCRIPTION:

This is NOT a valid liquor license. Please use this number to apply for SDLs.



Attest

A handwritten signature in black ink, appearing to read "L. A. Payne", is written over a horizontal line.

Executive Director



NEBRASKA LIQUOR CONTROL COMMISSION

A handwritten signature in black ink, appearing to read "Dennis E. Eddy", is written over a horizontal line.

Chairman

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 8/5/25

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

- Greg was on vacation and survived a tsunami.

Police Department

- Statewide TIM meeting, Tuesday
- Meeting w/Drs. Fields & Dominy, Wednesday
- Bike rodeo meeting, Thursday
- CASA Board meeting, Thursday

City Clerk/Human Resources/City Hall

- Pump Station: Follow-up on Reimburse Request
- Surplus Auction: Barn bids due by 7/31
- Electric Dept Development Fees: Work with Jared H
- DR-4868 (March Blizzard): Work on Documentation
- SRF Loan: Assisting in completing all documentation with State, bond counsel
- Updating Job Descriptions: Golf Course Superintendent (final draft under review), Public Properties Director
- Current Open Positions: Library Clerk, Before/After School Instructor

Water/Wastewater Department

- Excavating mains at Tenneco for Phase III of Worthman main extension
- Black Hills gas main extension for Rail Campus discussion Tuesday
- Weekly GIS progress Meeting Tuesday
- Continue work on Safety Day pipe display
- Building and grounds maintenance
- Eriksen to start punch list items Tuesday morning

Parks and Rec/Cemetery/Golf/Pool

- Safety meeting at the Library on Thursday
- High school has a team camp at 4 plex on Wednesday and Thursday
- Finish painting at golf course
- Concrete work field 1 and help with Waverly Rd
- Irrigation/mower maintenance

Civic Center

- Hayes came back to insulate ductwork inside mech room/east fireplace
- Johnni painted and calling carpet installer to re-glue bottom of ramp

Electric Department

- Set pole and build transformer bank Mike Louis lot Elm St.
- Haul Junk from horseshoe
- Mow electric easements for N.D.O.T. underground installation
- Check subs during the heat watch peak loads make sure fans are working
- Work on Hughes Brothers Galvanizing addition and loop feed
- Work on Dari agreement for transformer purchase
- Shutoff on Monday

Street Department

- Trail project
- Spray mosquitos – Tues & Thurs
- Push up burn pile

- Drag alleys
- Mow R.O.W
- Tree trimming/removal

Library

- NLA Zoom meeting
- Random Reads book group
- United for Libraries 3-day webinar series
- Summer finale party
- Working on applications for Library Clerk: evaluating, scheduling interviews, etc.
- Working on fall schedule/budget

Building Inspection/Planning Department

- Planning Commission – August - Kayton Subdivision prelim/final plat, Blight Study, Public Hearing Ratification
- City Council – August 5 th – Wellness Center Crosswalk resolution, August 19th – Kayton Subdivision
- Total Fire-Security – Needs rough plan drawings for estimating smoke/co detection systems, Brent and I will complete the fire egress plans and submit them for the plans review
- 430 N 2nd St – Tree quote from Witt360 (\$8000.00)
- Mowing – 757 N 6th St, City set stakes for the property line and mowed up to the stakes, will contact family to clean up the rest
- 107 South St. – Property was mowed and cleaned out, has significant structural damage

Engineering

- 500k Water Tower – interior (all coats) completion this week, exterior intermediate coat completion this week, final coat begins on or about August 4, US Cellular lease agreement
- Rail Campus Watermain Extension Phase II – 16” pipe delivery Wed 7/30, Progress Meeting Tue 2:00, direct purchase 3 16” gate valves (remove from contract w/Work Order)
- Seward Rail Campus – gas main alignment, meeting w/BH Energy
- Rail Campus Watermain Extension Phase III – design, additional survey
- WWTP Upgrade – Metering Manhole design, meeting w/Hawkins on CMAR (Thu 8/14), Facility Plan Update, design update (DARI)
- DARI LLC - MOU, detention pond outlet design
- East Hillcrest Drive – prepare documents for easements and R.O.W., red-line plan set
- Plum Creek Bridge – letter to NEMA/FEMA (ROW encumbrance)
- FY2026 Budget – update cost estimates

Finance Department

- Utility Shutoff
- Claims
- Payroll Cleanup

Seward Wellness Center

- Landscape finishing touches
- Wed – open gym and 3v3 last day

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

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward 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