



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

Tuesday, October 7, 2025

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, October 7, 2025, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. Any citizen may address the Council regarding items included on the meeting agenda and are asked to complete and 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
10/7/2025
COUNCIL MEETING

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

8S Repair Llc	SU	335.77
Aclara Technologies LLC	SU	1,524.57
AKRS Equipment Inc	RE	394.19
Allo Communications	UT	1,015.95
Altec Industries Inc	RE	1,722.19
Amazon Capital Services Inc	SU/MAT	6,927.62
AMG Technology/Nextlink	UT	103.35
Applied Concepts Inc	EQ	450.00
Aqua-Chem Inc	SU	674.70
Armor Equipment	EQ	488.37
ARPS	FA	8,092.88
Baker & Taylor	MAT	391.00
Becky J Baker	RI	60.20
Benchmark Government Solutions	TR	50.80
Bizco Technologies	IT	15,067.58
Blackburn Manufacturing Co	SU	681.00
Blue River Electric LLC	BU/CI/RE	3,145.28
Border States Industries Inc	INV	6,816.89
Bradley John Vancura	MC	160.00
Broken Bow Municipal Utilities	MC	18,610.40
BSN Sports LLC	EQ	284.97
Capital Business Systems-WY	SE	199.00
Capital Business Systems-TX	SE	715.10
Cash-Wa Distributing Co	SU	1,514.42
City of Ord	MC	6,221.96
City Seward Electric Fund	UT	73,390.12
City Seward Library Petty Cash	PF	411.21
City Seward Wellness Center	MC	400.00
Codr Plumbing & Excavating	BU	4,333.92
Commercial Turf Services Inc	SE	2,200.00
Commonwealth Electric Co	RE	1,448.48
Constellation Newenergy Gas	UT	48.70

Cori Stava DBA Cross Creek Animal Health	AF	225.00
Cornhusker State Industries	MC	976.00
Crouch's Farm & Hardware	SU/RE/BU	3,311.74
Dutton-Lainson Co	SU	1,221.75
Eakes Office Solutions	SU	1,745.30
ECES Inc DBA Campbell Cleaning	SE	1,602.00
EPC Services Company	SE	40,662.40
Firststar Fiber Inc	SE	404.98
Galls LLC	UN	623.46
Garner Sukup/3rd Dimensions	BU	1,619.30
Gary M Janicek	RI	81.59
Gerhold Concrete Co Inc	GU	126.00
Gilmore & Bell P.C.	CI	77,000.00
GPM Environmental Solutions	SU	188.00
Great Plains Communications Inc	IT	604.72
Green Pro Solutions	SU	3,767.06
Hawkins Inc	SU	1,479.49
Helmink Printing & Graphic Des	SU	284.00
Herpolsheimer's Inc	GS	114.12
Hobson Automotive	RE	345.82
Hoffschneider Law PC LLO	SE	5,000.00
Husker Electric Supply Co	SU	624.72
Hydraulic Equipment Service	RE	1,263.81
Int'l Assoc Chiefs of Police	MS	525.00
JEO Consulting Group Inc	CI	10,254.50
Jerry Rumery DBA Rumery Lawn/Landscape	GU	370.31
K & Z Distributing	SU	88.30
Klug's LLC	SE	32,000.00
Last Mile Network Consulting Group LLC	IT	137.30
Lincoln Winwater Works	CI/SU/RE	28,002.64
Mark Heser	GS	1,886.50
Matheson Tri-Gas Inc	SU	59.12
Menards North	BU	312.34
Metering & Technology Solutions	RE	6,596.02
Michael J Williams	MC	160.00
Mid-American Benefits Llc	INS	667.84
Midwest Turf & Irrigation	RE	242.70
Miller Seed Co	GU	113.28
Mountain Plains Library Association	MS	65.00
Nebraska DAS Acct OCIO	SE	245.00
Nebraska Golf & Turf	EX	1,275.00
Nebraska Public Health Env Lab	TE	138.00
Nebraska Star Beef Co LLC	SU	32.40
Nick's Farm Store	GU	776.99

Niemann Enterprises/NT Lites	RE	1,998.25
Norris Public Power District	UT	1,225.67
Odeys Inc	FA/GU	30,227.80
Olsson	CI	25,178.36
O'Reilly Automotive Inc	OI	304.10
Overdrive Inc	MAT	2,500.00
Overhead Door Co of Lincoln Inc	SU	1,858.50
Pitney Bowes Reserve Account	PF	4,500.00
Plunkett's Pest Control	BU	75.34
Quality Brands Of Lincoln	SU	1,326.48
Quill Corp	SU/BU	456.03
R & R Refrigeration DBA Lee's	BU	5,951.00
Resco	INV	14,256.75
Richard Eber	MC	160.00
Richard Mailand/Mailand's Clothing	UN	68.00
Ryan Kratochvil	MC	160.00
Sam's Club	SU	193.75
Schemmer	CI	75,639.50
Seiler Instrument & Mfg. Co.	CI	3,980.00
Seward County Chamber & Development	RI/EX	1,531.77
Seward Electronics	SU	14.73
Siteone Landscape Supply	GU	612.42
Small Engine Specialists Inc	GU	1,689.97
Sparetime Lounge & Grill	EX	312.00
Spickelmier & Son Inc	SE	10,782.50
Sports Express	SU	1,907.85
Sweet Tea Media LLC/SCI	PU	195.00
Truck Center Companies	RE	1,906.25
U S A Bluebook	RE	467.73
U S Cellular	UT	143.25
USPS	PF	4,500.00
Uline	SU/GU	1,642.44
UNL-Gage County Extension	EX	82.60
Uribe Refuse Services Inc	CI	420.00
Verizon Financial Services Llc	UT	281.64
Vessco Inc	SU	1,139.67
VISA -Jones Bank		17,622.54
Mailchimp	MS	39.50
SMTP2GO	IT	75.00
Canva	AF	119.99
Office Depot	SU	-63.19
Cobblestone	MC	4,664.30
Sam's Club	SU	855.86
NE State Payport	MC	-51.25

Walmart	SU/EQ	1,114.63	
Amazon.com	SU/RE	1,566.64	
Emergency Solutions	IT	173.00	
Mandina Motors/Jays Painting	RE	838.29	
FirehoseDirect.com	RE	242.50	
Taylorstins.com	OP	620.00	
USPS	PF	129.10	
Husker Lock & Key	BU	23.01	
Revolution Wraps	MC	425.28	
Sparetime	ML	1,544.73	
Runza	ML	177.39	
Valentino's	ML	170.72	
Dragon Palace	ML	159.24	
Casey's	GS	200.00	
La Carreta	ML	655.66	
Farmer's Cooperative	GS	192.07	
Jimmy John's	ML	145.11	
Echo Electric Supply	Su	1,070.77	
AASHTO	IT	1,070.00	
Microsoft	AF	107.49	
NNLA	TR	75.00	
Constant Contact	IT	26.00	
ForeUP	SE	686.08	
Tracfone	UT	34.27	
Brimar Industries	SU	261.71	
NSIAA	MS	72.80	
Hulu	MS	99.95	
Zoomshift	IT	88.00	
Spotify	MS	12.89	
Visa - Pinnacle Bank			2,141.07
Walmart	SU	87.52	
Accucut	SU	137.50	
Dollar General	SU	18.28	
NE Library Assoc	MS/TR	325.00	
TechSoup	IT	10.00	
Breakout EDU Store	MC	119.00	
Grey House Publishing	MAT	222.25	
AMG/Nextlink	UT	118.12	
GoDaddy.com	IT	115.95	
Mattice Lock & Safe	BU	48.00	
Square	EQ	374.10	
Lincoln Journal Star	MAT	99.99	
Zoom.com	MC	15.99	
Walsworth Yearbook	MAT	68.99	

Wall Street Journal	MAT	48.38
American Library Assoc	MS/TR	332.00
Vrba Construction Inc	CI	224,449.50
Vulcan Industries Inc	RE	1,536.55
Wesco Distribution Inc	INV/SU	87,720.96
Windstream/Kinetic Business	UT	180.90
Wireless N Wifi Inc	IT	84.00
Witt360 Tree Service		3,000.00
Zimco Supply Co		1,729.00
	TOTAL	\$921,253.99

2. Draft Minutes of September 16, 2025, City Council Meetings

September 16, 2025

The Seward City Council met at 7:18 p.m. on Tuesday, September 16, 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, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: Karl Miller. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Finance Director Cydnee Golden, Water/Wastewater Director Brandon Koll, City Engineer Mike Oneby, Building/Zoning & Code Enf. Director Tim Dworak, Electric Superintendent Jared Hochstein, and Police Sergeant Russ Frazey.

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. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,672,068.41)
4. Police Department Report
5. Refuse Hauler's Annual License Application – D&D Refuse
6. Draft Minutes of September 2, 2025, City Council Meeting

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

PUBLIC HEARINGS

1. CONSIDERATION OF AN ORDINANCE TO REVISE THE CITY'S UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); ARTICLE 3 USE TYPES; 410-3.7 COMMERCIAL USES; 410 ATTACHMENT 1 USE MATRIX; AND ARTICLE 31 SUPPLEMENTAL USE REGULATIONS

Building/Zoning & Code Enf. Director Dworak informed that a recent entrepreneur had inquired about zoning regulations for an aviation repair/maintenance business in the extra-territorial jurisdiction. In review of the ULDO code, it was determined that no such provisions existed; therefore, the presented ordinance would allow for zoning regulation for the proposed business. A conditional use permit is proposed to enforce the regulations of the use. The Planning Commission recommended the change 5-0 at their recent meeting.

The public hearing at 7:23 p.m. and closed at 7:36 p.m. with the following comments :

- Steven Helmandollar, applicant—outlined his business plan to repair Sikorsky UH60 Blackhawk helicopters (civilian) near the Seward Municipal Airport; identified Seward as the site that met his business needs with the possibility to expand if successful.
- Jonathan Jank, SCCDP—expressed excitement about the project, noted the current business (Montag Mfg.) will continue operations as they have with the proposed business filling some unused space.

Councilmember Stryson introduced Ordinance No. 2025-24. Councilmember Francescato moved, seconded by Councilmember Kolterman, to dispense with the statutory rule.

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

Councilmember Kolterman 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. 2025-24, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 3 AND ATTACHMENT 1 USE MATRIX; TO AMEND COMMERCIAL USES; ARTICLE 32 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, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

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2. CONSIDERATION OF A SPECIAL USE PERMIT FOR KILL DEVIL AVIATION, 1253 280TH RD. TO ALLOW FOR AVIATION MAINTENANCE AND REPAIR IN THE C-2 DISTRICT

Mr. Dworak relayed that a conditional use permit was proposed to be attached to the applicant, not the business address in the event the business ceases. In doing this, it will allow the City control in enforcing Code regulations set forth for business use. The Planning Commission recommended the permit 5-0 at their recent meeting.

The public hearing was opened at 7:40 pm, with no public comments received it was closed at 7:40 pm.

Councilmember Kolterman moved, seconded by Councilmember Francescato, to grant a special use permit to Steve Helmandollar of Kill Devil Aviation for an aviation repair/maintenance business to be located at 1253 280th Rd. as presented.

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

ADMINISTRATIVE ITEMS

1. PRESENTATION OF THE NPPD 2026 WHOLESALE POWER CONTRACT

Courtney Dentlinger and Carsten Mlady of Nebraska Public Power District (NPPD) presented the process, updated terms, and goals of the revised contract to be considered by the City Council in October. They noted the impetus of the revised agreement was to update terms which will allow NPPD to secure revenue streams to bond projects to increase power generation by approximately 1411 mW of new and 835 mW of continued nuclear generation. Ms. Dentlinger noted that the power generation will adhere to the requirements of the planning reserve margin (PRM) set by the Southwest Power Pool. The term of the proposed agreement is 35 years, which is industry standard. If the contract is agreed upon with the City before October 31st, cost savings incentives can be unlocked.

Councilmember Stryson inquired about expected rate increases during the life of the contract and other expected signers. Ms. Dentlinger stated the six-year rate projections were an increase of 3-6% and 35 municipal wholesalers as well as 23 public power districts/cooperatives were expected to sign the revised agreement. Mayor Eickmeier queried about the possibility that NPPD could come back to revise terms before the contract was completed to bond more generation. Ms. Dentlinger noted that in the updated terms of the new agreement, the customer committee would have the ability to review proposed generation before a new contract is considered. Regarding fluctuations in demand, she noted that most large users have an interruptible rate to be implemented if demand reaches a certain level of need.

No motions were made, but a revised contract was expected to be presented in October.

2. CONSIDERATION OF A RESOLUTION TO ESTABLISH A POLICY FOR EXTENSION OR RELOCATION OF ELECTRICAL SERVICE

Electric Superintendent Hochstein stated current fees did not capture the City costs associated with extending or relocating these services, especially in cases of new subdivisions. He noted City staff had modeled the proposed policy and estimation of fees based off existing NPPD and City of Beatrice policy. The objective is to offload more of the City costs upon developers who are requesting these services be established at new construction sites.

Councilmember Tonniges introduced **Resolution No. 2025-30**. Councilmember Tonniges moved, seconded by Councilmember Francescato, to establish a "General Policy for Extension or Relocation of Electrical Service. 2025-003" as presented.

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

3. DISCUSSION ON COMMERCIAL BURNSITE USERS

Councilmember Stryson requested this item be discussed by City Council. He noted that in speaking with Fire Chief Mifflin, they had observed an uptick in fires at the composting site, possibly attributed to the increasing volume of lawn waste by local lawn/landscaping companies. A solution they would propose would be the elimination of site use by commercial haulers, which would become effective on January 1st. No changes to commercial use of tree/brush services were presented; however, the City may revisit fees in the future.

No motion was made, but generally it seemed as though the Council was in favor of formal action at a future meeting.

4. CONSIDERATION OF A TASK ORDER (#1) TO A MASTER SERVICES AGREEMENT DATED AUGUST 1, 2011, WITH JEO CONSULTING GROUP, INC. FOR ADDITIONAL GIS SERVICES IN THE AMOUNT OF \$178,900

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City Engineer Oneby indicated the task order was an extension of the project to include mapping for the sewer system with the bulk to occur in summer 2026. Once the last portion of maps is completed, the City will maintain and update the maps to reflect future construction projects and new future City growth.

Councilmember Stryson moved, seconded by Councilmember Tonniges, to approve task order #1 with JEO Consulting Group, Inc. for GIS mapping services as presented.

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

Nay: None. Absent: Miller. Motion carried.

5. ITEMS RELATED TO THE 2024 REVERSE OSMOSIS IMPROVEMENTS PROJECT

Water/Wastewater Director Koll noted these change orders were related to installation of the third cartridge and were the final items to complete the project.

A. CONSIDERATION OF A CHANGE ORDER (#2) WITH KOMLINE-HARN IN THE AMOUNT OF \$2,175.00

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve change order #2 with Komline-Harn for the Reverse Osmosis Improvements Project as presented.

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

Nay: None. Absent: Miller. Motion carried.

B. CONSIDERATION OF A CHANGE ORDER (#2) WITH ERIKSEN CONSTRUCTION IN THE AMOUNT OF \$6,353.75

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve change order #2 with Eriksen Construction for the Reverse Osmosis Improvements Project as presented.

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

Nay: None. Absent: Miller. Motion carried.

6. CONSIDERATION OF A MEMBERSHIP AGREEMENT WITH THE SEWARD COUNTY CHAMBER & ECONOMIC DEVELOPMENT PARTNERSHIP FOR FY26

Jonathan Jank, President & CEO of SCCDP, presented the proposed membership agreement for FY26—no changes were suggested from the previous agreement. Rachel Sommerer, SCCDP Board Member, praised the continual work of SCCDP and how they help each community within the County.

Councilmember Francescato moved, seconded by Councilmember Kahler, to approve the membership agreement with SCCDP for fiscal year 2026 as presented.

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

Nay: None. Absent: Miller. Motion carried.

7. CONSIDERATION OF A FUNDING AGREEMENT WITH THE SEWARD COUNTY CHAMBER & ECONOMIC DEVELOPMENT PARTNERSHIP FOR FY26

Mr. Jank noted the funding ask was unchanged from the previous year at \$78,186.00.

Councilmember Tonniges moved, seconded by Councilmember Francescato, to approve the funding agreement with SCCDP for fiscal year 2026 as presented.

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

Nay: None. Absent: Miller. Motion carried.

8. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEWARD AND DARI PROCESSING, LLC, REGARDING SEWARD RAIL CAMPUS SITE READINESS (TABLED 9/2/25)

City Administrator Butcher indicated this item was not ready for consideration yet.

9. ACKNOWLEDGE RECEIPT OF AIRPORT AUTHORITY RESOLUTION REQUESTING LEVY AUTHORITY FOR THE 2025-2026 FISCAL YEAR

Mr. Butcher noted the levy request was unchanged from FY25, which is currently \$0.0350 per \$100 of property value. With increased valuations, the increase in tax ask is approximately \$13k.

Councilmember Francescato moved, seconded by Councilmember Kahler, to acknowledge the Airport Authority levy resolution for FY26 as presented.

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

Nay: None. Absent: Miller. Motion carried.

10. FISCAL YEAR 2026 ADOPTION

The budget was presented on September 2, 2025. The budget hearing preceded this regular meeting with

September 16, 2025

Mr. Butcher discussing the notable items from the budget. The levy is requested to be lowered from 0.299 to .0297803 and a total tax asking of \$2,261,794 up from \$2,155,504 in FY25.

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

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve an additional 1% increase in restricted funds for FY26.

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

B. APPROVAL OF THE MUNICIPAL BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2026 AND AUTHORIZE THE FILING OF BUDGET FORMS

Councilmember Tonniges moved, seconded by Councilmember Singleton, to approve the FY26 municipal budget for the City of Seward as presented and authorize the filing of budget forms with the State of Nebraska as statutorily required.

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

C. CONSIDERATION OF A RESOLUTION SETTING THE 2025-2026 PROPERTY TAX REQUEST FOR THE CITY OF SEWARD

Councilmember Stryson introduced **Resolution No. 2025-31**. Councilmember Wergin moved, seconded by Councilmember Singleton, to set the FY26 property tax request at \$2,261,794.91.

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

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

Councilmember Stryson introduced Ordinance No. 2025-25. Councilmember Francescato moved, seconded by Councilmember Singleton, to dispense with the statutory rule.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. 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. 2025-25, AN ORDINANCE TO ADOPT THE BUDGET STATEMENTS TO BE TERMED THE BUDGET AND ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES, WHICH INCLUDES AN ADDITIONAL ONE PERCENT (1%) INCREASE IN RESTRICTED FUNDS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

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

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

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Kahler, that the City Administrator's report of September 16, 2025, be accepted.

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

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Kahler, that the September 16, 2025, City Council Meeting be adjourned.

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

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Nay: None. Absent: Miller.

Motion carried.

Adjourned approximately 9:20 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

DRAFT

September 16, 2025

The Seward City Council met for a budget hearing at 7:00 p.m. on Tuesday, September 16, 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, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: Karl Miller. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Finance Director Cydnee Golden, Water/Wastewater Director Brandon Koll, City Engineer Mike Oneby, Building/Zoning & Code Enf. Director Tim Dworak, Electric Superintendent Jared Hochstein, and Police Sergeant Russ Frazey.

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

PUBLIC HEARINGS

1. NOTICE OF HEARING AND BUDGET SUMMARY FOR THE PURPOSE OF HEARING SUPPORT, OPPOSITION, CRITICISM, SUGGESTIONS OR OBSERVATIONS OF TAXPAYERS RELATING TO THE PROPOSED BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2026

City Administrator Butcher stated that pursuant to LB148, a special budget hearing is to be held separately from a regular meeting and not limited by time. The budget was discussed at the September 2nd meeting with no public comment received to date. The City was informed that the draft budget slightly exceeded the tax asking threshold for attending the 'Truth in Taxation' hearing, thus the revised budget memo was presented by Mr. Butcher with the delay in purchasing an item at the golf course as the only change. He noted that utilities (water, sewer, electric) were expected to be raised by 3%. The total tax asking for FY26 is \$2,261,794 which was approximately \$106,190 higher than the FY25 tax asking of \$2,155,604. Consequently, the City will not be subject to the 'Truth in Taxation' hearing to take place on September 22nd.

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

2. NOTICE OF SPECIAL HEARING FOR THE PURPOSE OF HEARING SUPPORT, OPPOSITION, CRITICISM, SUGGESTIONS OR OBSERVATIONS FROM TAXPAYERS RELATING TO SETTING THE FINAL TAX REQUEST FOR FISCAL YEAR 2026

Mr. Butcher stated the levy will lower from 0.299 to 0.297803 for FY26, which will result in an increase in the tax asking of approximately 5.35%. The max property tax asking was 8.13% more than the previous fiscal year based on the statutory requirements from LB34. The general fund is not expected to have a deficit from the proposed budget—the fire department capital purchases will be accomplished from their sinking fund.

Mayor Eickmeier opened the public hearing at 7:18 p.m. With no public comment received, the public hearing was closed at 7:18 p.m.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Francescato, that the September 16, 2025, City Council budget hearing be adjourned.

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

Nay: None. Absent: Miller. Motion carried.

Adjourned approximately 7:18 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Class L Liquor License Application of DOT Provisions LLC, dba Birdwise Brewing, 211 S 4th Street - City Clerk Bargmann

Dot Provisions LLC intends to brew beer for sales under the Birdwise Brewing brand. The product we produce will be a mix of regular craft beer, along with non-alcoholic and/or low alcohol versions of popular beers. Our products will be offered in both keg and canned formats. In the near term we will likely have some sold via distribution, but the long term plan is to primarily offer our products via tap rooms located throughout the state.

Brewery hours will be 8 AM until 10 PM, 7 days per week. The brewery in Seward will not have any areas open to the public, and will strictly be a production and distribution facility.

Nebraska Secretary of State

DOT PROVISIONS LLC

Wed Aug 27 09:33:18 2025

SOS Account Number

2412225455

Status

Active

Principal Office Address

1541 S 108TH ST
 OMAHA, NE 68144

Registered Agent and Office Address

REMBOLT LUDTKE LLP
 1128 LINCOLN MALL
 SUITE 300
 LINCOLN, NE 68508

Designated Office Address

1541 S 108TH STREET
 OMAHA, NE 68144

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Dec 05 2024

Next Report Due Date

Jan 01 2027

Associated Entities

Account Number	Name	Type	Status
2504236347	BIRDWISE BREWING	Trade Name	Active

Filed Documents

Filed documents for DOT PROVISIONS LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Dec 05 2024	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Proof of Publication	Jan 06 2025	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Document	Date Filed	Price	
Record of Determination	Apr 03 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Apr 21 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

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Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 86174

LICENSE TYPE Class L Craft Brewery	APPLICATION DATE RECEIVED 2025-08-26
BOND COMPANY Auto-Owners Insurance Company	BOND AMOUNT \$15000.00
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME DOT Provisions LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS Birdwise Brewing	CORPORATE NUMBER
INCORPORATION DATE 2024-12-05	
CORRESPONDENCE ADDRESS 1541 S 108th St Omaha, NE 68144	
MAILING ADDRESS 1541 S 108th St Omaha, NE 68144	
PHYSICAL ADDRESS 1541 S 108th St Omaha, NE 68144	
CONTACT NAME Jason Siebert	PREFERRED CONTACT METHOD Email

CONTACT PHONE
(402) 350-9660

ALTERNATE PHONE

FAX

EMAIL

jason@siebertschellpeper.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Bill Schellpeper	President		50
Jason Siebert	MANAGING MEMBER		50

ADDITIONAL INFORMATION

Bill Schellpeper - bill@siebertschellpeper.com

Jason Siebert - jason@siebertschellpeper.com

Temporary Operating Permit

LICENSE

License 123668 (Active) - Class L Craft Brewery (May 01, 2025 - Apr 30, 2026)
Bottle Rocket Brewing (BOTTLE ROCKET BREWING LLC)

MARITAL STATUS

Single

MANAGED BY AGENT

Yes

AGENT

Kerry Harrahill

AGENT TYPE

Individual

PREMISES TYPE

Brewery

PREMISES NAME

DOT Provisions

OPERATOR

Jason Siebert

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2030-12-31

PHYSICAL ADDRESS

**211 South 4th Street
Seward, NE 68034**

MAILING ADDRESS

CONTACT NAME

Jason Siebert

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

ALTERNATE PHONE

FAX

EMAIL

jason@siebertschellpeper.com

PREMISES MANAGER

Jason Siebert

PREMISES MANAGER EMAIL

jason@siebertschellpeper.com

ADDITIONAL LOCATION INFORMATION

None selected

QUESTIONS

Class L Craft Brewery

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L80, W50

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

One/mezzanine (east side)

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No
7. Is premises to be licensed within 300 feet of a college campus or university?
No
8. Are you acquiring any alcohol prior to obtaining this liquor license?
No
9. What date do you intend to open for business?
As soon as approved
- 10 What are the anticipated hours of operation?
8:00am - 10:00pm Monday-Sunday
- 11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
No
- 12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
No
- 13 Is anyone listed on this application a law enforcement officer?
No
- 14 List the primary bank and/or financial institution to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.
US Bank - Jason Siebert, Fred William Schellpeper III
- 15 Do you have prior experience or training in selling, serving or managing alcohol sales?
Yes
Jason - Bartender in college

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Name and phone number of Brew Master

Jason Siebert, 402-350-9660

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

none

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

No

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Jason Siebert

23 What is the manager's address?

9788 Frederick Circle
Omaha, NE 68124

24 What is the manager's phone number?

402-350-9660

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Douglas

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

jason@siebertschellpeper.com

27 Is the manager married?

Yes

Celia Siebert

celiacrain@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Affidavit of non-participation	Amie Schellpeper - Spousal Affidavit.pdf	Amie Schellpeper - Spousal Affidavit
Affidavit of non-participation	Celia Siebert - Spousal Affidavit.pdf	Celia Siebert - Spousal Affidavit
Brewer's Notice issued by TTB	f513010brewersnotice_20250508_152009.pdf	Brewers Notice
Premises Description & Diagram	Diagram - DOT Provisions LLC.pdf	Diagram
Privacy Act Statement	Fingerprint Submission - Privacy Act Statement copy.pdf	Privacy Act Statement - Jason Siebert
Privacy Act Statement	Privacy Act Statement - Bill Schellpeper.pdf	Privacy Act Statement - Bill Schellpeper
Business Plan	Business Plan - DOT.pdf	Business Plan
Alcoholic Liquor Tax Bond	2025.07.25 Alcoholic Liquor Tax Bond for Dot Provisions.pdf	Alcoholic Liquor Tax Bond
Lease / Deed / Purchase Agreement	2025.07.25 Signed Lease for Dot Provisions.pdf	Lease
Temporary Operating Permit (TOP)	2025.08.25 Application for Temporary Operating Permit.pdf	Temporary Operating Permit
Lease / Deed / Purchase Agreement	2025.08.25 Purchase Agreement.pdf	Purchase Agreement
Alcohol Inventory	Alcohol Inventory - Bottle Rocket.pdf	Alcohol Inventory

APPLICANT

Kerry Harrahill

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

July 24, 2025

**DOT PROVISIONS LLC
1541 S 108TH ST
OMAHA, NE 68144-1805**

Dear **DOT PROVISIONS LLC**,

We are pleased to present you with this License Bond.

The premium based on the bond amount is **\$105.00**. This premium was developed using the rates from Auto-Owners Insurance Company, a company we trust and who has earned our confidence.

Carefully review our information summary to make sure your bond is correct.

Auto-Owners Insurance Group has the financial strength to be ranked among the leaders in the industry for financial security. Rated A+ (Superior) by the insurance industry credit rating agency AM Best, their financial strength is your security should a loss occur.

Please contact our agency for all your bond and insurance needs. We are here to answer any questions regarding this bond or any other items you may wish to discuss.

Thank you for looking to **WILLIAMS INSURANCE** for help with your bond needs. We look forward to being of assistance to you.

Sincerely,

**WILLIAMS, AUSTIN V
WILLIAMS INSURANCE**

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66456866

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

Brandi Holly

Brandi Holly Senior Vice President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 26th, 2029.

Jeffrey P. Many

Jeffrey P. Many

Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 24th day of July, 2025.



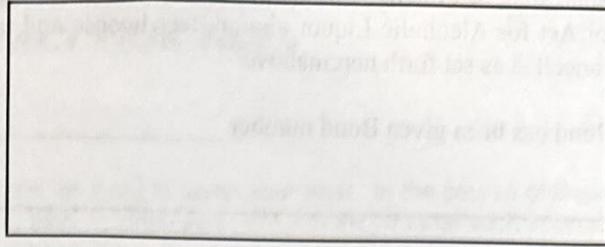
William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel



ALCOHOLIC LIQUOR TAX BOND

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



KNOW ALL MEN BY THESE PRESENTS:

That we, DOT PROVISIONS LLC of the County of Seward, State of Nebraska as Principal of Auto-Owners Insurance Company, and duly licensed to transact the business of surety insurance in the State of Nebraska, as Surety, are held and firmly bound unto the State of Nebraska, and the City (Village) of SEWARD in Seward County, Nebraska, and the Nebraska Liquor Control Commission and each of them jointly or severally, in the penal sum of Fifteen Thousand DOLLARS (\$ 15,000.00) for the payment of which, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

The condition of this obligation is such that,

WHEREAS, the said DOT PROVISIONS LLC has made application under the Nebraska Liquor Control Commission Act for the following license(s) check each that apply:

- Class L-Craft Brewery
- Class W-Wholesale Beer
- Class V-Manufacturer (beer, wine, spirits)
- Class Y-Farm Winery
- Class X-Wholesale Liquor
- Class Z-Micro Distillery

NOW, THEREFORE, upon application for such license and continuing after the issuance of the same to the said principal above named, if the said principal hereinabove named shall faithfully perform all the terms and conditions of said license(s), and shall promptly account for and pay to the proper authorities all lawful taxes, fees, assessments that have accrued during the term of said license or licenses, and all fines, penalties and costs which shall become due from or shall be levied, charges or adjudged against said principal on account of defaults occurring during the entire effective period of this bond, under the provisions of said Act by said Commission, or any court or other lawful authority; and shall truly and faithfully comply as such licensee with all of the provisions of said Act of the Legislature and all future Nebraska Liquor Control laws which may be enacted during the term of such license or licenses, and shall truly and faithfully comply with all lawful rules and regulations of said Commission, and said City (Village) during the term of said license or licenses, then this obligation shall be null and void.

OTHERWISE, to be and remain in full force and effect;

This Bond shall run concurrently with the term of said license or licenses granted to the principal, and shall remain in full force and effect for any renewal thereof, provided, however, that the penalty of the Bond may not be cumulative from year to year, and the total aggregate liability of the surety shall not exceed \$ 15,000.00, regardless of the number of claims made under this Bond and the number of years this Bond remain in effect.

The surety may cancel this Bond by providing 60 days prior written notice of such cancellation to the Nebraska Liquor Control Commission, but the surety providing such notice shall not be discharged from any liability already accrued under this Bond or which shall accrue under this Bond before expiration of said 60 day period. Upon cancellation of this Bond, the surety shall be relieved of liability accruing after the effective date of cancellation, and the rights of the principal under such license, as is supported by said Bond, shall be cancelled and terminated on the date specified, unless the principal provides a sufficient replacement Bond.

This Bond shall be effective during all proceedings involving the application for license under the Nebraska Liquor Control Act for Alcoholic Liquor and/or Beer license and upon issuance of said license this Bond shall continue until cancelled as set forth hereinabove.

This Bond has been given Bond number 66456866

PRINCIPAL

IN TESTIMONY, WHEREOF, said PRINCIPAL has hereunto subscribed his or their names or has caused this instrument to be signed by its duly authorized officer this date: July 25 A.D. 20 25

[Signature]
SIGNATURE
JASON SIEBERT
PRINT NAME HERE
[Signature]
WITNESS SIGNATURE
Austin Williams
PRINT NAME HERE

SURETY COMPANY

IN TESTIMONY, WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized office and its corporate seal to be hereunto affixed this date:

July 22nd A.D. 20 25

[Signature]
SIGNATURE for Attorney-in-Fact FOR Surety Company
Niki Conway
PRINT NAME HERE
Auto-Owners Insurance Company
SURETY COMPANY NAME
6101 Anacapi Blvd, Lansing, MI 48917-3968
SURETY COMPANY MAILING ADDRESS
(800)346-0346 x1060
SURETY COMPANY AREA CODE AND PHONE NUMBER
(402)802-9966
INSURANCE PRODUCER'S AREA CODE AND PHONE NUMBER



NOTICE

Bond will not be accepted unless properly signed by applicant, whose signature shall be witnessed. It is also necessary that all Bonds be signed by an official or agent of the Bonding Company who holds and unexpired power-of-attorney from the Bonding Company and unexpired Nebraska liquor license as insurance producer for said company. An additional requirement is attachment of the seal of the Bonding Company and, if applicant is a corporation, their seal should also be attached.



NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

- A. Consideration of a Resolution Recommending Approval of a Class L Liquor License for DOT Provisions, LLC

RESOLUTION NO. 2025-32

BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that,

WHEREAS, Notice of Application for a Class L Liquor License for DOT Provisions, LLC, dba Birdwise Brewing, 211 S 4th Street, Seward, Nebraska was published in the Seward County Independent on September 17 and October 1, 2025; and,

WHEREAS, a public hearing was held before the Mayor and Council of the City of Seward on October 7, 2025;

WHEREAS, no written protests were filed with the City, and no oral objections were heard by the Mayor and Council,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that recommendation be made to the Nebraska Liquor Control Commission that a Class L Liquor License for DOT Provisions, LLC, dba Birdwise Brewing, 211 S 4th Street, Seward, Nebraska be approved.

The Mayor declared the resolution adopted.

Dated: October 7, 2025

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

(SEAL)

B. Consideration of a Request to Recommend Jason Siebert as Manager of Class L Liquor License for DOT Provisions, LLC



City of Seward
Police Department
Chief Brian W. Peters

148 South 1st Street
Seward, NE 68434
Ph: 402-643-6164 Fax: 402-643-6785

September 30, 2025

Derek Bargmann
City Clerk
City of Seward, Nebraska

RE: Liquor License Application – Bottle Rocket Brewing, LLC

Derek,

Applicant Jason Siebert has no record of negative contacts with the Seward Police Department.

Feel free to contact me if you have any questions.

Regards,

A handwritten signature in blue ink, appearing to read "B. Peters", is written over the typed name.

Brian W. Peters
Chief of Police

ADMINISTRATIVE ITEMS

1. Consideration of a Resolution to Designate City Items as Surplus - City Clerk Bargmann

RESOLUTION NO. 2025-33

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

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

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

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

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

City of Seward - Surplus Property Items:

Item	Quantity	Department
#1. Recycling Building at 340 S 7 th Street	1	<i>Street</i>
#2. Konica Minolta BizHub 200 Printer/Copier	1	<i>Police</i>
#3. Craftsman 3HP Mod. #919.167241 Air Compressor	1	<i>Police</i>
#4. Everstart Batteries with Cables	2	<i>Police</i>
#5. 75' NeverKink Series 2000 Garden Hose	1	<i>Police</i>
#6. Plastic Toolboxes	2	<i>Police</i>

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

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

The Mayor declared the resolution adopted. Dated this 7th day of October 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

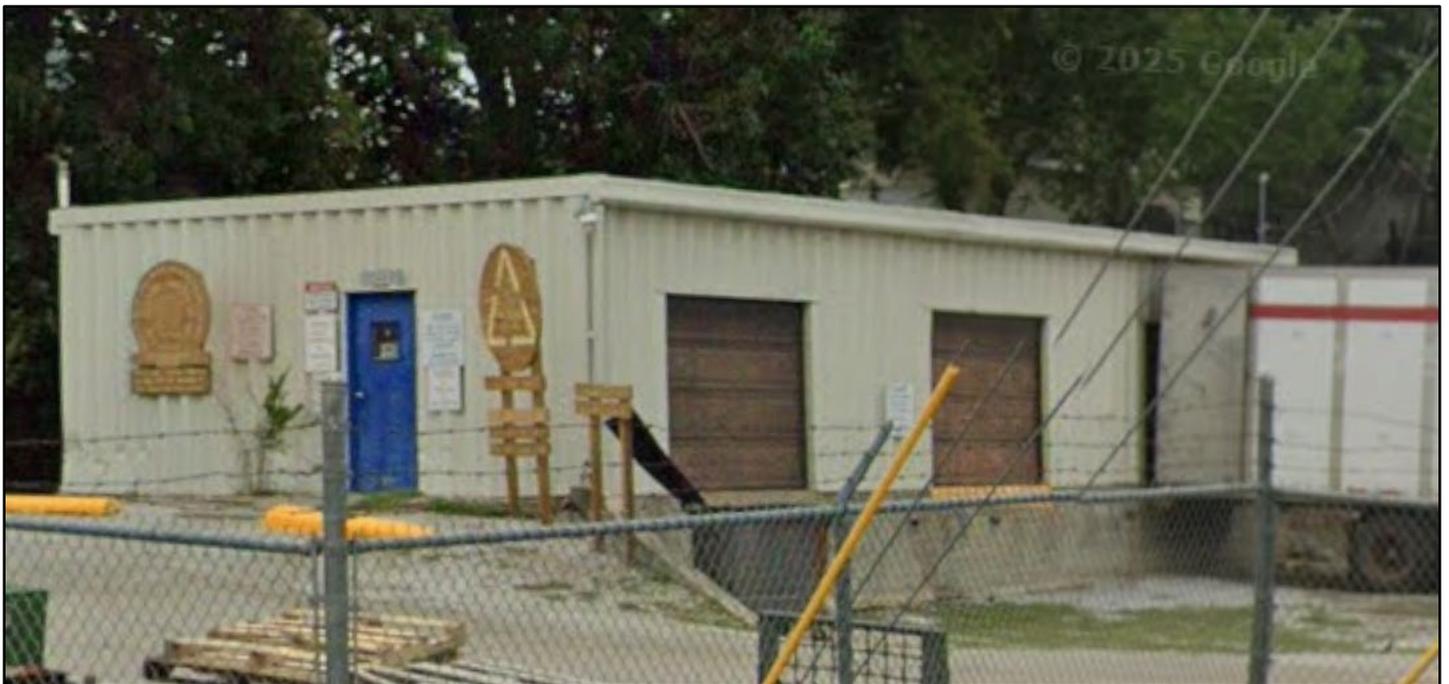
(SEAL)

DISCLAIMER:

All items are sold 'as is' and all sales are final. The bid opening date for items indicated below will be at 10 AM on Friday, October 24, 2025, at City Hall.

Items Declared Surplus by City Council Action on October 7, 2025:

(ITEM #1) Recycling Building at 340 S 7th Street (51'x26'X10') – PLEASE CONTACT CITY HALL TO SET UP A SHOWING DURING REGULAR BUSINESS HOURS. BUILDING MUST BE REMOVED BY NOVEMBER 30, 2025:



(ITEM #2) Konica Minolta BizHub 200 Printer/Copier



(ITEM #3) Craftsman 3HP Model #919.167241 Air Compressor



(ITEM #4) Everstart Batteries with Cables (2)



ITEM #5: 75' NeverKink Series 2000 Garden Hose



ITEM #6: Plastic Toolboxes (2)



2. Consideration of an Ordinance Amending the Comprehensive Pay Plan, Providing for a 3.0% Cost of Living Adjustment for All Pay Lines, and Creating the 'Assistant Greenskeeper' Position, Effective October 1, 2025 - City Clerk Bargmann

ORDINANCE NO. 2025-26

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

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

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

2025-2026 SALARY SCHEDULE PAY RANGE RATES

A. CLERICAL (HOURLY)	MIN	MAX
Payroll Clerk	21.33	28.83
Utility Billing/Account Clerk	18.95	26.64
Administrative Assistant	18.34	25.84
Admin Assistant – Municipal Bldg	18.34	25.84
Library Assistant II	19.61	25.80
Library Assistant I	14.99	17.51
Library Clerk	12.12	15.11
Aging Services Commission Assistant Senior Center Manager	18.28	26.29
Clubhouse Bartender	15.91	19.10
Golf Shop Seasonal Employee	11.93	14.46
B. LABOR & TRADES (HOURLY)	MIN	MAX
Civic Center Assistant	11.90	13.88
Custodian	15.41	22.95
Electric Line Crew Chief	46.43	57.83
Electric Journeyman Lineman	41.02	55.29
Electric Lineman	41.02	55.29
Electric Seasonal Groundman	22.68	26.75
Meter Maintenance Utility Worker	20.98	27.58
Utilities Locator	20.34	38.05
Assistant Public Properties Director	25.22	31.78
Public Properties Maintenance Worker	17.99	26.58
Assistant Greenskeeper	17.99	26.58
Child Care Director	21.78	26.54
Before/After School Instructor	14.00	15.00
Child Watch Attendant	13.50	14.50
Facility Director	20.80	25.34
Group Exercise Instructor	15.00	15.00
Wellness Center Lifeguard	13.50	14.50
Wellness Center Lead Attendant	14.50	15.50

Wellness Center Attendant	13.50	14.50
Street Foreman	27.47	35.51
Street Maintenance Worker III	22.17	29.06
Street Maintenance Worker II	19.77	26.66
Street Maintenance Worker I	19.16	23.96
Burn Site Assistant	12.16	17.47
Recycling Center Worker	12.16	17.47
Facility Maintenance Supervisor	28.53	37.88
WW Treatment/Sanitary System Operator	23.75	31.59
Senior Utility Maintenance Worker II	26.15	35.16
Utility Maintenance Worker II	24.79	34.01
Utility Maintenance Worker I	22.50	29.98
Summer Seasonal Laborer	15.47	16.08
Pool Manager	16.57	19.23
Assistant Pool Manager	14.60	16.93
Swim Program Coordinator	14.29	16.51
Lifeguard	13.50	14.50
Pool Office/Concession Work	12.00	13.00
Water Safety Instructor	13.50	14.50
Water Safety Instructor Aide	8.00	9.00
C. PUBLIC SAFETY (HOURLY)	MIN	MAX
Police Sergeant	31.13	40.73
Police Officer II	29.89	36.47
Police Officer I	27.49	34.21
Administrative Secretary/Records Clerk	19.18	26.38
Community Service Officer	16.72	23.66
D. SUPERVISORY, TECHNICAL & ADMINISTRATIVE (MONTHLY)	MIN	MAX
City Administrator	11,591	13,989
Chief of Police	7,937	9,816
City Engineer	7,243	9,656
Police Captain	6,955	8,256
Electric Superintendent	8,488	10,918
Public Properties Director	6,181	7,685
City Clerk/Human Resources Director	6,093	8,460
Water/Wastewater Director	5,860	8,707
Street Superintendent	6,047	7,737
Finance Director/Treasurer	7,804	9,993
Library Director	5,360	6,650
Deputy Treasurer	5,148	6,295
Golf Course Superintendent	5,148	6,003
Building/Zoning/Code Enforcement Director	5,247	6,547
Executive Director of Wellness Center	5,148	6,003
Recreation Director	3,741	5,508
Golf Shop Manager	3,599	4,681
Assistant Library Director	3,591	4,854
Civic Center Manager	3,809	4,221

Section 2.

LONGEVITY PAY.

Each employee, who has completed their introductory period, will,

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

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

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

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

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

Passed and approved this 7th day of October, 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

2025-2026 (EFFECTIVE 1ST FULL PAY PERIOD FOLLOWING OCTOBER 1, 2025)

POSITION	CLERICAL (HOURLY)								
	1	2	3	4	5	6	7	8	9
PAYROLL CLERK	21.33	22.27	23.21	24.14	25.08	26.02	26.96	27.89	28.83
UTIL BILLING/ACCOUNT CLERK	18.95	19.91	20.87	21.83	22.79	23.75	24.71	25.68	26.64
ADMIN ASSISTANT	18.34	19.28	20.22	21.16	22.09	23.03	23.97	24.91	25.84
ADMIN ASSISTANT - MUNI BUILDING	18.34	19.28	20.22	21.16	22.09	23.03	23.97	24.91	25.84
LIBRARY ASSISTANT II	19.61	20.38	21.16	21.93	22.71	23.48	24.25	25.03	25.80
LIBRARY ASSISTANT I	14.99	15.30	15.62	15.93	16.25	16.56	16.88	17.19	17.51
LIBRARY CLERK	12.12	12.50	12.87	13.24	13.62	13.99	14.36	14.74	15.11
SENIOR CENTER MANAGER	18.28	19.28	20.28	21.28	22.28	23.28	24.28	25.29	26.29
CLUBHOUSE BARTENDER	15.91	16.31	16.71	17.11	17.50	17.90	18.30	18.70	19.10
GOLF SHOP SEASONAL EMPLOYEE	11.93	12.24	12.56	12.88	13.19	13.51	13.83	14.14	14.46

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
CIVIC CENTER ASSISTANT	11.90	12.14	12.39	12.64	12.89	13.14	13.39	13.64	13.88
CUSTODIAN	15.41	16.35	17.29	18.24	19.18	20.12	21.06	22.01	22.95
ELECTRIC LINE CREW CHIEF	46.43	47.86	49.28	50.71	52.13	53.56	54.98	56.41	57.83
ELECTRIC JOURNEYMAN LINEMAN	41.02	42.81	44.59	46.37	48.16	49.94	51.72	53.51	55.29
ELECTRIC LINEMAN	41.02	42.81	44.59	46.37	48.16	49.94	51.72	53.51	55.29
ELECTRIC SEASONAL GROUNDMAN	22.68	23.19	23.70	24.21	24.71	25.22	25.73	26.24	26.75
METER MAINTENANCE UTILITY WORKER	20.98	21.81	22.63	23.46	24.28	25.11	25.93	26.76	27.58
UTILITIES LOCATOR	20.34	22.56	24.77	26.98	29.20	31.41	33.62	35.83	38.05
ASSIST. PUBLIC PROP. DIRECTOR	25.22	26.04	26.86	27.68	28.50	29.32	30.14	30.96	31.78
PUBLIC PROP. MAINTENANCE WORKER	17.99	19.07	20.14	21.22	22.29	23.36	24.44	25.51	26.58
ASSISTANT GREENSKEEPER	17.99	19.07	20.14	21.22	22.29	23.36	24.44	25.51	26.58
SUMMER SEASONAL LABORER	15.47	16.08							
POOL MANAGER	16.57	16.90	17.24	17.57	17.90	18.23	18.57	18.90	19.23
ASST. POOL MANAGER	14.60	14.89	15.18	15.47	15.76	16.06	16.35	16.64	16.93
SWIM PROGRAM COORDINATOR	14.29	14.56	14.84	15.12	15.40	15.68	15.95	16.23	16.51
POOL LIFEGUARD	13.50	14.50							
POOL OFFICE/CONCESSIONS	12.00	13.00							
WATER SAFETY INSTR.	13.50	14.50							
WATER SAFETY INSTR. AIDE	8.00	9.00							
CHILD CARE DIRECTOR	21.78	22.38	22.97	23.57	24.16	24.76	25.35	25.95	26.54
FACILITY DIRECTOR	20.80	21.36	21.93	22.50	23.07	23.63	24.20	24.77	25.34
BEFORE/AFTER SCHOOL INSTRUCTOR	14.00	15.00							
CHILD WATCH ATTENDANT	13.50	14.50							
GROUP EXERCISE INSTRUCTOR	15.00								
WELLNESS CENTER LIFEGUARD	13.50	14.50							
WELLNESS CENTER LEAD ATTENDANT	14.50	15.50							
WELLNESS CENTER ATTENDANT	13.50	14.50							
STREET FOREMAN	27.47	28.48	29.48	30.49	31.49	32.50	33.50	34.51	35.51
STREET MAINT. WORKER III	22.17	23.03	23.89	24.75	25.61	26.47	27.33	28.19	29.06
STREET MAINT. WORKER II	19.77	20.63	21.49	22.35	23.21	24.07	24.93	25.80	26.66

STREET MAINT. WORKER I	19.16	19.76	20.36	20.96	21.56	22.16	22.76	23.36	23.96
RECYCLING WORKER	12.16	12.83	13.49	14.15	14.82	15.48	16.14	16.81	17.47
BURN SITE ASSISTANT	12.16	12.83	13.49	14.15	14.82	15.48	16.14	16.81	17.47
FACILITY MAINTENANCE SUPERV	28.53	29.70	30.87	32.04	33.21	34.38	35.55	36.71	37.88
WW TRMT / SANITARY SYS OPER	23.75	24.73	25.71	26.69	27.67	28.65	29.63	30.61	31.59
SENIOR UTIL. MAINT. WORKER II	26.15	27.28	28.40	29.53	30.66	31.78	32.91	34.04	35.16
UTIL MAINT. WORKER II	24.79	25.94	27.10	28.25	29.40	30.55	31.71	32.86	34.01
UTIL MAINT. WORKER I	22.50	23.43	24.37	25.30	26.24	27.18	28.11	29.05	29.98

POLICE (HOURLY)

POSITION	1	2	3	4	5	6	7	8	9
POLICE SERGEANT	31.13	32.33	33.53	34.73	35.93	37.13	38.33	39.53	40.73
POLICE OFFICER II	29.89	30.71	31.54	32.36	33.18	34.00	34.83	35.65	36.47
POLICE OFFICER I	27.49	28.33	29.17	30.01	30.85	31.69	32.53	33.37	34.21
ADM/SEC RECORDS CLK PD	19.18	20.08	20.98	21.88	22.78	23.68	24.58	25.48	26.38
COMMUNITY SERVICE OFFICER	16.72	17.58	18.45	19.32	20.19	21.06	21.92	22.79	23.66

ADVISORY, TECHNICAL, ADMINISTRATIVE (MONTHLY)

POSITION	1	2	3	4	5	6	7	8	9
CITY ADMINISTRATOR	11,591	11,890	12,190	12,490	12,790	13,090	13,390	13,690	13,989
CHIEF OF POLICE	7,937	8,172	8,407	8,642	8,877	9,111	9,346	9,581	9,816
CITY ENGINEER	7,243	7,545	7,846	8,148	8,450	8,751	9,053	9,355	9,656
POLICE CAPTAIN	6,955	7,117	7,280	7,443	7,606	7,768	7,931	8,094	8,256
ELECTRIC SUPERINTENDENT	8,488	8,792	9,096	9,399	9,703	10,007	10,311	10,614	10,918
PUBLIC PROPERTIES DIRECTOR	6,181	6,369	6,557	6,745	6,933	7,121	7,309	7,497	7,685
CITY CLERK/HR DIRECTOR	6,093	6,389	6,685	6,981	7,277	7,573	7,869	8,165	8,460
W/WWTW DIRECTOR	5,860	6,216	6,571	6,927	7,283	7,639	7,995	8,351	8,707
STREET SUPERINTENDENT	6,047	6,258	6,470	6,681	6,892	7,104	7,315	7,526	7,737
FINANCE DIRECTOR/TREASURER	7,804	8,078	8,351	8,625	8,899	9,172	9,446	9,719	9,993
LIBRARY DIRECTOR	5,360	5,521	5,683	5,844	6,005	6,166	6,327	6,488	6,650
DEPUTY TREASURER	5,148	5,291	5,435	5,578	5,722	5,865	6,009	6,152	6,295
GOLF COURSE GROUNDS SUPERINTENDENT	5,148	5,255	5,362	5,469	5,575	5,682	5,789	5,896	6,003
BLDG/ZONING/CODE ENFORCEMENT	5,247	5,409	5,572	5,734	5,897	6,059	6,222	6,384	6,547
EXECUTIVE DIRECTOR WELLNESS CENTER	5,148	5,255	5,362	5,469	5,575	5,682	5,789	5,896	6,003
RECREATION DIRECTOR	3,741	3,962	4,183	4,404	4,625	4,846	5,067	5,288	5,508
GOLF SHOP MANAGER	3,599	3,734	3,869	4,005	4,140	4,275	4,411	4,546	4,681
ASST LIBRARY DIRECTOR	3,591	3,749	3,907	4,065	4,222	4,380	4,538	4,696	4,854
CIVIC CENTER MANAGER	3,809	3,860	3,912	3,963	4,015	4,066	4,118	4,169	4,221



Job Title: Assistant Greenskeeper
Department: Public Properties
FLSA Status: Non-Exempt, Hourly, Full Time
Revised Date: Council Created 10/7/25

Accountability

Under the direction of the Public Properties Director and Golf Course Grounds Superintendent, respectively.

Job Summary

Assists Golf Course Grounds Superintendent with the overall maintenance of the municipal golf course grounds, ensuring optimal playing conditions and environmental stewardship.

Essential Job Functions

Participates in the daily implementation of agronomic practices, turf health, landscape management, and equipment care while maintaining a safe, enjoyable experience for patrons:

Turf Management and Agronomy: Under Superintendent's direction, implements turf management programs, including pest control, irrigation, fertilization, and aeration; maintains optimal playing conditions across all areas including greens, fairways, tees, roughs, and practice facilities; applies environmentally effective herbicide, pesticide, or chemical solutions to discussed areas.

Irrigation and Drainage: Assists in the operation and maintenance of the irrigation system, ensuring efficient water usage and proper functioning of pumps, sprinklers, and drainage infrastructure.

Course Enhancement and Aesthetics: Executes landscape enhancement plans created by the Superintendent, including tree care, ornamental planting, hazard maintenance, and cart path maintenance; provides feedback and ideas for short, medium- and long-term plans for course improvements.

Equipment Maintenance and Management: Participates in the maintenance and repair of all golf course equipment, ensuring safe and efficient operation per the established preventative maintenance schedules.

Compliance and Safety: Maintains safety standards and assists in training part-time staff on proper use of chemicals, machinery, and personal protective equipment (PPE); maintains detailed records and reports for pesticide applications, water usage, and maintenance activities.

Administrative: Assists in the supervision and organization of the daily activities of seasonal part-time personnel and equipment; assists in researching costs and timelines for proposed capital improvements and major maintenance projects; may perform other administrative duties of the Superintendent if they are not available.

Additional Duties and Responsibilities

May assist the Public Properties Department and other departments as needed; may collaborate with Golf Course Manager to prepare course for events or tournaments; may conduct basic facility maintenance and janitorial work at the clubhouse as needed; may attend trainings and seminars to build competencies in golf grounds maintenance.

Knowledge, Abilities and Skills

General knowledge of golf course management best practices, including but not limited to: landscaping, turf grass maintenance, irrigation systems, pest and disease control, horticulture practices, fertilizer and chemical application, and mowing. Basic knowledge of the game of golf, the impact of course conditions, and the needs of the playing public. When assigned by Superintendent, ability to serve as project lead by supervising and delegating tasks to seasonal and part-time staff. Must possess the ability to multi-task and to work independently and as a part of a team. Ability to operate various equipment and tools including small hand and power tools, mowers, trimmers, chainsaws, and motor vehicles. Ability to work under adverse weather conditions; to lift a minimum of 50 lbs; carries, pushes, and pulls a variety of equipment, materials, and tools; sits, stands, walks, climbs, balances, stoops, kneels, reaches, bends, and works in a crouched position for extended periods of time; climb up onto and down from equipment or ladders; and to independently maneuver on rough and irregular terrain. Ability to work varying schedule, including early mornings, evenings, weekends and holidays, and to work irregular hours—up to 18-hour shifts—when completing snow removal or emergency repairs. Good oral and written communication skills to effectively communicate on a daily basis with the public, City employees, and City Officials. Capability to utilize a City-owned computer to create reports, process timesheet/leave requests, or complete other tasks necessary.

Education and Experience

Graduation from high school or equivalent; Associate's degree in turfgrass management, agronomy, horticulture or related field, OR at least two (2) years' experience in golf course maintenance; at least one (1) year of experience with various computer programs and functions is preferred; OR any equivalent combination of experience deemed to be sufficient for the position.

Special Requirements

Possession of a valid driver's license. Possession of Nebraska Department of Agriculture Pesticide Applicator's License: Category 4, or ability to obtain within twelve (12) months of hire.

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

DRAFT

3. Consideration of a Service Agreement with Uribe Refuse Services for Containers to be Placed at the Seward Recycling Center, Starting November 1, 2025 - City Administrator Butcher

COOPERATIVE SERVICE AGREEMENT

This COOPERATIVE SERVICE AGREEMENT (the "Agreement") is made and entered into as of **November 1, 2025** by hand between **Uribe Refuse Services, Inc.** ("Uribe Refuse Services") and **The City of Seward** ("Account"), in order to govern the refuse service relationship between the parties that are owned or controlled by Account before and after completion. (collectively, the "Account");

NOW, THEREFORE, in consideration of the mutual covenants and other agreements set forth below, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties hereby agree to the following:

1. **Term.** The "Term" of this Agreement shall commence on **November 1, 2025** and remain in effect until **October 31, 2030**. The "Term" of this Agreement is for a period of five (5) years (the "Initial Term") commencing on the Effective Date.
2. **Recycling Rolloff Service Price.** Provided that Account is in compliance with the terms of this agreement, Uribe Refuse Services shall supply account a firm price for the entirety of this agreement. Hauling services for each of the single stream recycling roll offs will be **\$265.00** per pull.
3. **Recycling Rolloff Use.** Due to the significant amount of equipment, Uribe Refuse Services will charge a flat monthly fee of **\$150.00** per month for each of the rollofs on site. "Account" agrees to monitor this equipment to the best of their ability to ensure proper usage while on the premises.
4. **Future Rate Increases.** Uribe Refuse Services will increase the aforementioned rates by 3% at the start of each "even" year during the contract term.
5. **Disposal.** All disposal costs associated with the recycling rollofs will be passed on to "Account". Currently, 9/1/2025, Firststar Fiber charges **\$150.00/ton** for single stream materials & rebates **\$10.00/ton** for cardboard. These rates are market driven and can change from month to month. Any charges will be passed direct to "Account" & any rebates will be paid to the "Account" from Firststar Fiber. In the event there is a permit required for disposal, "Account" will be fully responsible for any and all fees.
 - (a) "Account" will have: provided that such "Account" property is in compliance with the Uribe Refuse Services Equipment Terms and Conditions.
 - No competitive garbage or recycling containers permitted on property.
6. **Amendment; Termination.** Uribe Refuse Services reserves the right to amend, modify, or terminate this Agreement at any time upon supplying sixty (60) days written notice; provided, that upon any such termination, Uribe Refuse Services shall have no further obligation or liability of any kind to Account, including any obligation to make any further payments, and shall be entitled to remove all Uribe Refuse Services. Account will have the right to cancel with cause at any time. Uribe Refuse will be given a maximum of thirty (30) days to rectify/ correct any service issues that would call for cancellation.
7. **Representations & Warranties.** Uribe Refuse Services and "Account" each represent and warrant to the other the following:
 - (a) it is duly organized and existing under the laws of its state of incorporation; is duly certified to do business in the states in which it operates, has all necessary power and legal authority to enter into and perform its obligations hereunder; and the person executing this Agreement on such party's behalf has the authority to bind such party to this Agreement and that authority has not been modified, limited or revoked; and
 - (b) no other written or oral agreement, obligation or commitment entered into or made by such party before the Term of this Agreement conflicts with such party's obligations to the other party or restricts such party's performance of this Agreement.
8. **No Partnership; Relationship of Parties.** This Agreement is not intended to create, nor should it be construed as creating, an agency, joint venture, partnership or similar relationship between the parties. Each party will act solely as an

independent contractor and neither party will have the right to act for or bind the other party in any way or to represent that the other party is in any way responsible for any acts or omissions of such party.

9. Miscellaneous. The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and facsimile copies or photocopies of signatures shall be as valid as originals. This Agreement, and the parties' conduct arising out of or related to it, shall be governed by Nebraska law, without regard to its choice of law rules. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.
10. Confidentiality. All the terms and conditions of this "Agreement" are confidential, and neither party shall disclose any term hereof without the prior written consent of the other party unless disclosure is required by applicable law, it being understood and agreed that monetary damages would be an inadequate remedy for any breach of this obligation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CUSTOMER

URIBE REFUSE SERVICES, INC

By: _____

By: _____

Date: _____

Date: _____

Print Name:

Owner and President
Brad Uribe

EXHIBIT A

Uribe Refuse Services Equipment Terms & Conditions:

1. Uribe Refuse Services shall retain ownership of all items Uribe Refuse Services Equipment owns or leases and permits the Accounts (and the Account tenants) to use, and Uribe Refuse Services shall be entitled to remove them upon the earlier to occur of the conclusion of the Term or termination of this Agreement.
2. At Account's sole expense, Account shall (and shall cause tenants to): (a) use due care in handling Uribe Refuse Services Equipment and not place, or permit any employee, agent, contractor or supplier to place, Uribe Refuse Services Equipment in a section of the account premises where such party knows, or should know, that the Uribe Refuse Services Equipment will become damaged.
3. Account shall (and shall cause the Account tenants to) use Uribe Refuse Services only to store agreed upon refuse material and shall not use Uribe Refuse Services Equipment to store or display any other item or for any other purpose.
4. Account shall (and shall cause the Account tenants to) display on the Uribe Refuse Services Equipment in Account's or any Account properties possession only the proprietary marks which Uribe Refuse Services may, from time to time, designate, and shall not display other trademarks, service marks, trade names, words, designs, graphics, three-dimensional objects, symbols, logos, or other identifications mark or commercial symbol of any kind.
5. Account shall not (and shall cause the Account tenants not to) sell or otherwise dispose of any Uribe Refuse Services Equipment or otherwise knowingly permit Uribe Refuse Services Equipment to be sold or otherwise disposed of by any employee, agent, contractor or supplier or used by any such person for any purpose not permitted by this these Terms & Conditions.

4. Consideration of a Resolution to Establish a 'No Parking' Area on the N Side of Lincoln Street, E of Manor Drive - City Administrator Butcher

RESOLUTION NO. 2025-34

WHEREAS, Section 382-4.4 of the City Municipal Code of the City of Seward, Nebraska provides that the City may, by Resolution, prohibit or fix the time for parking or stopping of vehicles on any street or streets as may be designated in such resolution, and

WHEREAS, it is deemed necessary to prohibit or fix the time for parking and stopping of vehicles on portions of streets as hereinafter designated in the City of Seward, Nebraska.

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

1. No vehicles shall be parked or permitted to stand or stop, whether attended or unattended at any time during the day or night on the following described areas or portions of streets, to wit:
 - a. The north side of Lincoln Street, east of the Manor Drive, beginning at the radius return, then east sixty feet (60');
2. All previous resolutions in conflict with this resolution as they relate to the above-described area or portion of street are hereby revoked.
3. Appropriate signs or markings shall be placed limiting and prohibiting parking at appropriate locations in accordance with this resolution.

Dated: 7th day of October, 2025

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

5. Consideration of Approval of an Easement for Black Hills Energy to Install a 6" Steel Gas Main to Serve the Seward Rail Campus from Town Border Station #2 - City Engineer Oneby

Black Hills Energy proposed route

6" steel natural gas line-Yellow

approximately 1300' in length

will install approximately 15' from west and south property lines

Parcel ID:800040414

City of Seward Burn Site & Compost Pile

CITY OF SEWARD CITY OF SEWARD

Wesley Melton Rd



Prepared by and upon recording, return to:
Black Hills Energy
Attn: Land & ROW Dept.
PO Box 1400
Rapid City, SD 57709

EASEMENT FOR GAS PIPELINES AND APPURTENANCES

THIS EASEMENT is made and entered into this _____ day of _____, 2025, by and between **City of Seward, a/k/a City of Seward, Nebraska** (“GRANTOR”), 537 Main Street., Seward, NE 68434 and **Black Hills Nebraska Gas LLC d/b/a Black Hills Energy**, 7001 Mt. Rushmore Road, Rapid City, SD 57709 (“GRANTEE”).

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration or services provided, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right and privilege of a 30 foot (“Easement Area”) perpetual easement with ingress and egress rights, to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, add tie-ins, add cathodic protection equipment, repair, replace, reconstruct, abandon, and/or remove pipelines and related facilities and appurtenances; on, in, under, above and over said lands and along with access rights to and from the Easement Area from all public roadways, adjacent, or abutting lands, for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, including but not limited to rights for aboveground valve settings or district regulator stations; along with the rights from time-to-time, to use up to an additional 50 feet of lands adjacent to the Easement Area for necessary temporary workspace for the Grantee to be able perform the work duties and rights granted herein, of which rights are upon the following described lands situated in the County of Seward and State of Nebraska:

Township 11 North, Range 3 East of the 6th P.M.

Section 28: That portion of the SE¹/₄SW¹/₄ described as follows:

Beginning at the southwest corner of said SE¹/₄SW¹/₄; thence Northerly along the west line of said SE¹/₄SW¹/₄ to the point of intersection with a line drawn concentric with and distant 50.0 feet Southwesterly of as measured radially to, Burlington Northern Railroad Company’s (Formerly Chicago, Burlington and Quincy Railroad Company’s) relocated main track centerline, as now located and constructed; thence Southeasterly along said concentric line to the point of intersection with the South line of said SE¹/₄SW¹/₄; thence Westerly along said South line to the point of beginning.

LESS AND EXCEPT those portions of the SW¹/₄ described as follows:

A 50-foot wide strip of land being bounded on the Southwest by a line drawn parallel with, and 50.0 feet Northeasterly of, as measured at right angles, to Burlington Northern Railroad Company’s main track centerline as now located and constructed, on the Northeast by a line drawn 100.0 feet Northeasterly of said main track centerline, on the West by the East Right-of-Way line of Nebraska State Highway No. 127, on the East by the West line of the original main track Right-of-Way being 50.0 feet West of said original main track centerline;

And a 50-foot wide strip of land in the NW¹/₄SW¹/₄ of said Section 28, bounded on the Northeast by a line drawn parallel with, and 50.0 feet Southwesterly of, said relocated main track centerline, on the Southwest by a line drawn parallel with and 100.0 feet Southwesterly of said main track centerline, on the West by the East line of said State Highway No. 27, on the South by the South line of said NW¹/₄SW¹/₄; and a 50-foot wide strip of

land in the SE1/4SW1/4 of Section 28 bounded on the Northeast by a line drawn parallel with and 50.0 feet Southwesterly of said relocated main track centerline, on the Southwest by a line drawn parallel with and 100.0 feet Southwesterly of said centerline, on the West by the West line of said SE1/4SW1/4, on the South by the South line of said SE1/4SW1/4.

PIN #: 800040414

As further described and shown on Exhibit "A" attached hereto and incorporated herein by this reference.

Grantee may erect, install, and use gates in all fences which cross or which shall hereinafter cross the route of said pipelines. Grantee is given the right to trim, cut and clear away or otherwise control any trees, limbs, brush and vegetation on or adjacent to the above-described Easement Area whenever, in its judgment, such will interfere with or endanger the construction, safety, operation or maintenance of said pipelines. In exercising its rights of ingress and egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused thereby.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises; provided, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said pipelines, and provided that no building or permanent structure shall be constructed on the Easement Area without written permission from Grantee.

Grantee shall at all times indemnify, protect, and hold harmless Grantor from any and all loss, damage, claims, or liabilities legally established arising out of or growing from the construction, operation, maintenance, and removal of said facilities and appurtenances thereto.

Grantee, its successors and assigns, agrees to pay fair and reasonable damages, for any actual damages caused to land, growing crops, fences, livestock or other personal property of Grantor from the occurrences of construction, operation, reconstruction, or maintenance of said pipelines.

TO HAVE AND TO HOLD unto said Grantee this easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns which may be in whole or in part, at the will of the Grantee. This easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns.

Grantor hereby represents, warrants and covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easement of record and has all rights to grant this easement. Title to said pipelines shall be and remain in said Grantee.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement. and may be executed in counterparts.

IN WITNESS WHEREOF, this instrument has been executed on the day and year first above written.

GRANTOR:
City of Seward, a/k/a City of Seward, Nebraska

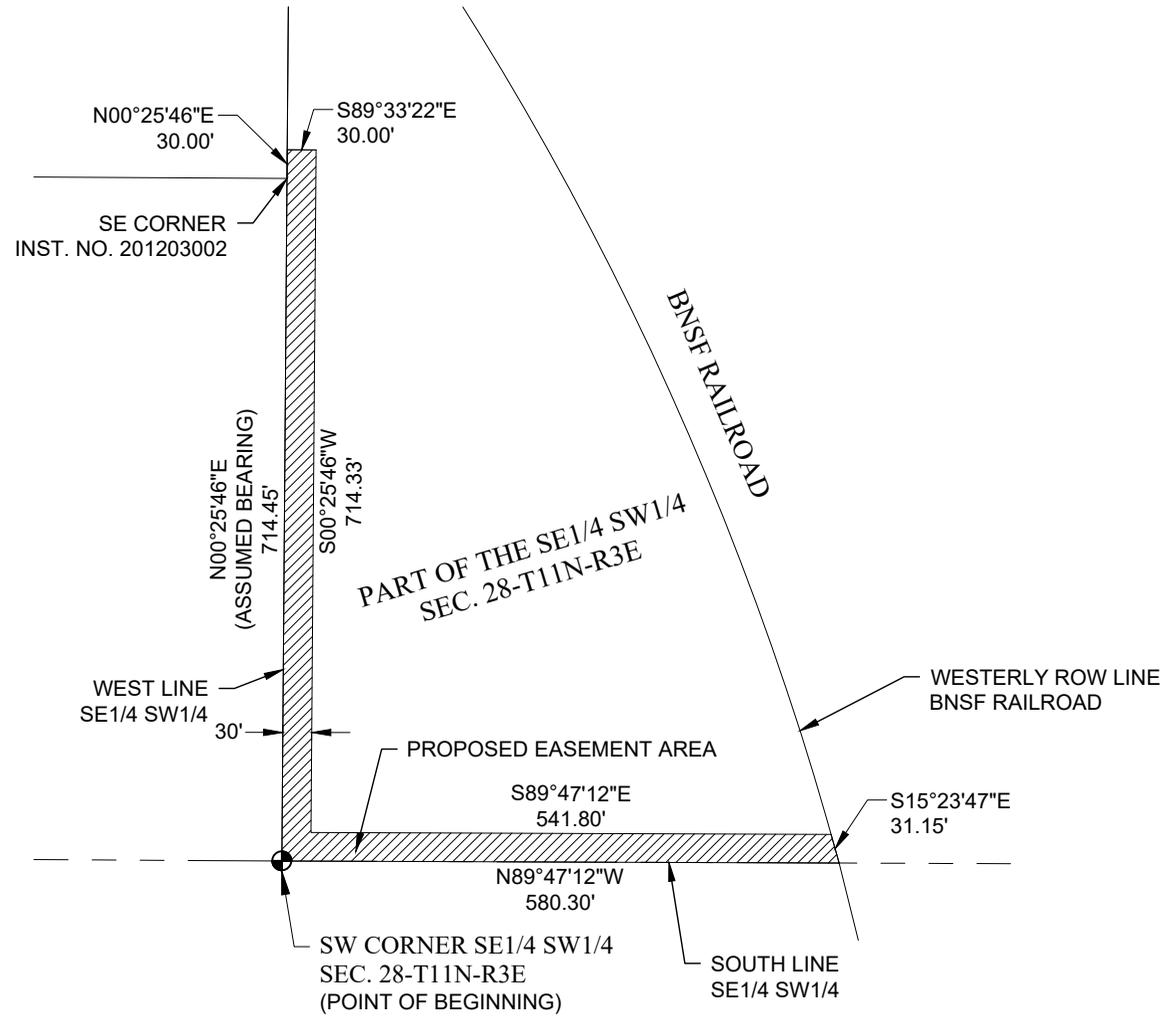
X _____

Name: _____

Title: _____

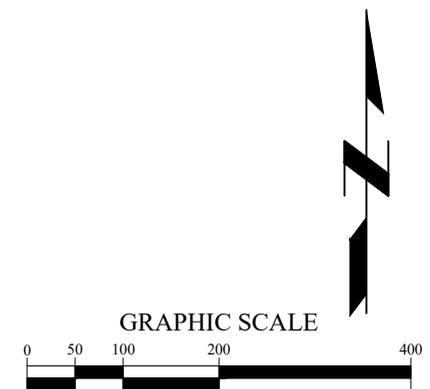
ACKNOWLEDGEMENT

EXHIBIT "A"



PROPOSED EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH RANGE 3 EAST OF THE SIXTH P.M., SEWARD COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE $N00^{\circ}25'46''E$ (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 714.45 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 201203002; THENCE CONTINUING $N00^{\circ}25'46''E$ ON SAID WEST LINE, A DISTANCE OF 30.00 FEET; THENCE $S89^{\circ}33'22''E$, A DISTANCE OF 30.00 FEET; THENCE $S00^{\circ}25'46''W$, PARALLEL WITH AND 30.00 FEET DISTANT FROM SAID WEST LINE, A DISTANCE OF 714.33 FEET; THENCE $S89^{\circ}47'12''E$, PARALLEL WITH AND 30.00 FEET DISTANT FROM THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 541.80 FEET TO THE WESTERY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE $S15^{\circ}23'47''E$ ON SAID WESTERY RIGHT OF WAY LINE, A DISTANCE OF 31.15 FEET TO SAID SOUTH LINE; THENCE $N89^{\circ}47'12''W$ ON SAID SOUTH LINE, A DISTANCE OF 580.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.88 ACRES, MORE OR LESS.



6. Consideraton of a Professional Services Agreement with The Schemmer Associates for Design Services for the 2nd Street & Izaak Walton Road Sanitary Interceptor Project - City Engineer Oneby

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

2nd Street & Izaak Walton Road Sanitary Interceptor

CONCEPTUAL DESIGN

Professional Services Provided: Sanitary Sewer Analysis

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

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

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

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

identifying a preferred alignment and developing project cost estimates for constructing an interceptor sanitary sewer from the existing lift station (located south of the Big Blue River along 2nd Street) to approximately the intersection of Nebraska Highway 15 and Fletcher Road in Seward, Nebraska.

_____ (“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 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.
- D. Exhibit D, "Insurance," consisting of 2 pages.
- E. Exhibit E, "Dispute Resolution," consisting of 1 pages.
- F. Exhibit F, "Allocation of Risks," consisting of 1 pages.

8.02 *Total Agreement*

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

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

Owner: _____
City of Seward

Engineer: _____
The Schemmer Associates

By: _____

By: Douglas G. Holle

Title: _____

Title: Principal

Date: _____

Date: October 2, 2025

Signed: _____

Signed:  _____

Address for giving notices:

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

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

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

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 2, 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

2nd Street & Izaak Walton Road Sanitary Interceptor (Project Description)

This study involves identifying a preferred alignment and developing project cost estimates for constructing an interceptor sanitary sewer from the existing lift station (located south of the Big Blue River along 2nd Street) to approximately the intersection of Nebraska Highway 15 and Fletcher Road.

The project will be funded with local funding only. The design will conform to all applicable City of Seward and Nebraska Department of Transportation (NDOT) requirements including the NDOT Construction Specifications. City of Lincoln Standard Specifications will be used to supplement the NDOT Construction Specifications for sanitary sewer construction.

Information Provided by the City or Others

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

The City will also provide the following:

- a. As-Built plans including all adjacent and affected infrastructure including existing street, storm and sanitary sewers, watermain, etc.
- b. GIS Information, including existing right-of-way.
- c. Data on existing City control points and benchmarks.
- d. Current list of utility companies and contact information.
- e. Projected sewer flow rates from the rail campus users.

Tasks specifically not included:

- Preliminary and Final design of any sanitary sewer main.
- Right-of-way appraisal and acquisition services.
- Title searches.
- All construction phase services.
- Permitting.
- Geotechnical services.
- Public involvement services.
- Updating the existing city-wide sanitary system computer model.

Project Schedule

- | | | |
|----|-------------------|-------------------------------------------------|
| a. | October 8, 2025 | Notice to Proceed (NTP) |
| b. | November 14, 2025 | Flow Calculations Prepared |
| c. | December 12, 2025 | Sewer Alignment Submitted |
| d. | January 16, 2026 | Draft Concept Plans and Report |
| e. | February 2026 | Prelim/Final Design Phase (Additional Services) |

Submittals

The following formal plan submittals are anticipated:

- a. Draft concept plans of proposed sanitary interceptor.

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, 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 October 2025 through February 2026.
- b. ***Progress Meetings with City Staff-*** Progress meetings with City staff will be conducted to update progress and seek resolution of identified issues. Three (3) progress meetings are anticipated. Meetings will be attended by the Engineer's project manager and one additional project team member.

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

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

- d. *Kick-Off Meeting*- Once notice to proceed has been received, the Engineer will schedule and attend a kick-off meeting. The City's and the Engineer will work together to determine a list of invitees, and the Engineer shall be responsible for notification to attendees. The Engineer will be responsible for preparing and distributing the agenda as well as developing and distributing meeting minutes.

II. Topographic Field Survey- This task is to be provided by Schemmer and consists of surveying services, all as set forth below:

- Field Survey – The existing sanitary sewer main will be surveyed (manhole locations, pipe sizes, invert elevations, etc.). Any visible utility feature within 10 feet of the existing sanitary main will also be recorded. See attached Survey Exhibit.
- Proposed Alignment Survey – Once a proposed concept alignment of the future interceptor sewer has been approved by the City, Schemmer will survey the proposed alignment centerline to obtain ground elevation data as well as any visible existing utility feature within 10 feet of the proposed alignment. See attached Survey Exhibit.
- Boundary – no boundary survey is included with this project.
- One Call – perform a One-Call utility locate. Locate utilities per locator's markings and observed evidence in the field.
- CAD services – upload, download, check, and process collected electronic field data, and produce final survey computer base map.
- Registered Land Surveyor Services – for project coordination, review, and QA/QC.
- Survey Coordinate System & Datums – a survey of the project area will be completed using the following Coordinate System:
 - Horizontal Datum - Seward County, Nebraska LDP
 - Vertical Datum – NAVD 88
 - Geoid Model – 18

III. Utility Coordination

- a. The Engineer will review City GIS files and record drawings applicable to the Project.
- b. The Engineer will request utility information drawings/maps from private utilities companies to approximate the locations of private utilities along the sewer alignment in the base map.

IV. Environmental Review

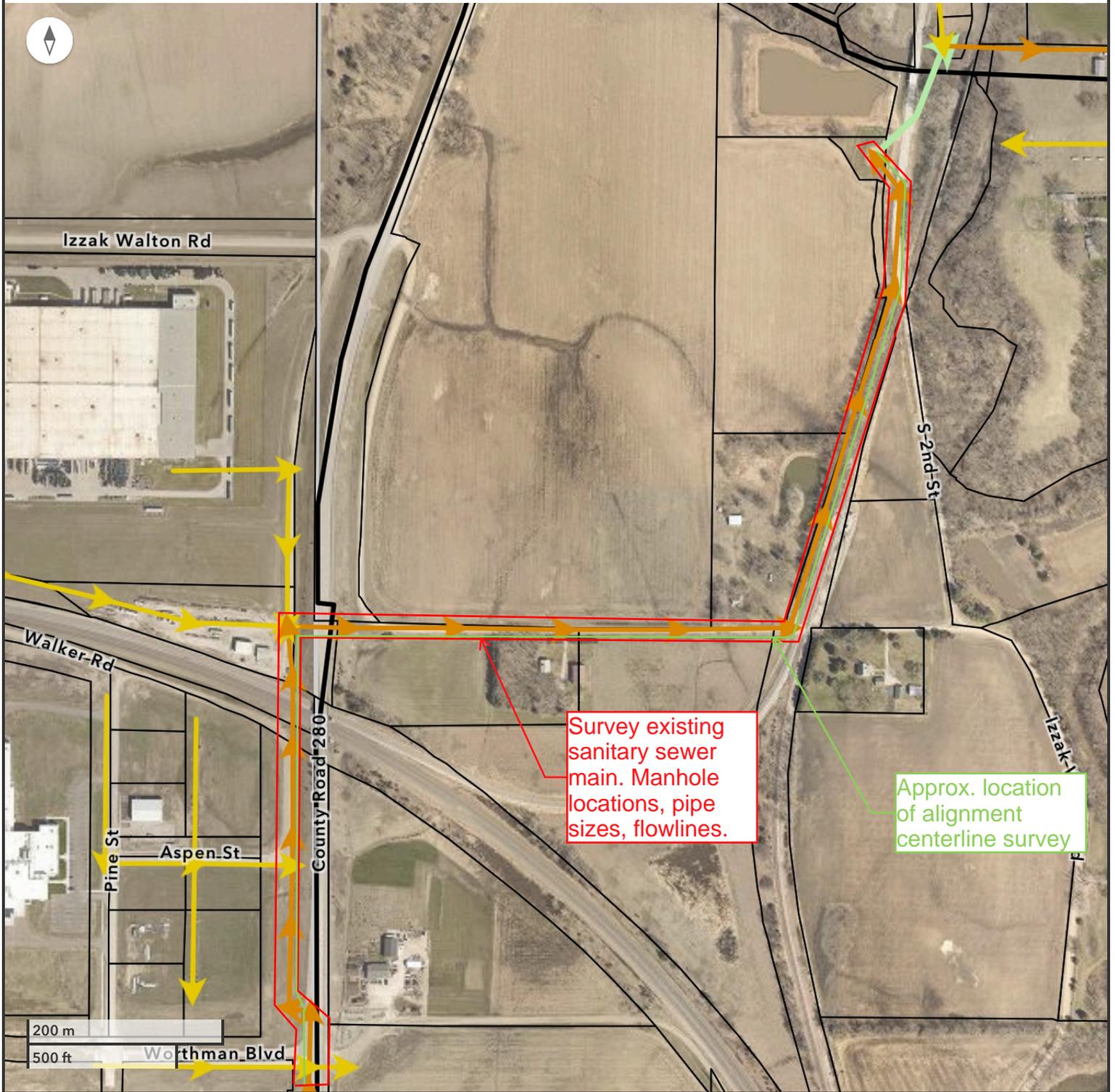
- a. Environmental review services are limited to identifying existing wetland/channels from the National Wetland Inventory and identifying the existing FEMA mapped floodplains as they relate to the proposed sewer alignments.

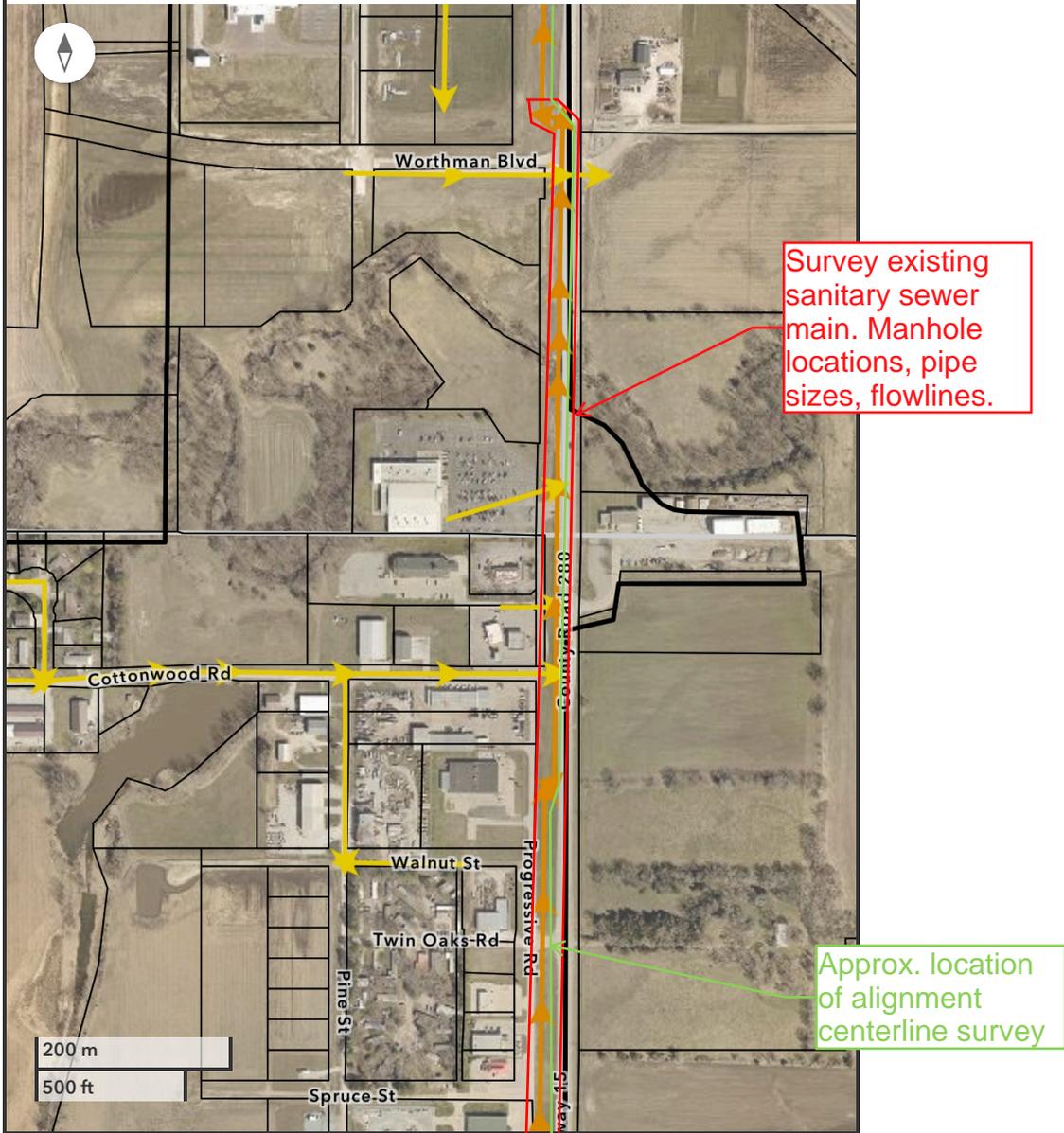
V. Sanitary Sewer Design

- a. Identify Sanitary Sewer Drainage Basins and Prepare Base Map(s)
 - i. Using the base map, and in conjunction with the City's current Wastewater System Master Plan and current comprehensive plan, the Engineer will identify the sewer contributing areas based upon the existing drainage patterns and currently identified service basins and future City growth plan assumptions.
- b. Develop Sanitary Sewer Flow Projections
 - i. Using existing planning data and accepted design standards, the Engineer will develop flow projections for each of the drainage sub-basins identified.
- c. Identify Future Sanitary Sewers
 - i. The Engineer will identify possible interceptor sewer sizes and alignments required to serve areas of development and future growth. The sanitary sewers will be sized based upon flow and growth projections for the sub-basin. It is anticipated the area will require 12,000 feet of interceptor sewer (up to 24" diameter). A total of two horizontal alignments will be developed.
- d. Sanitary Sewer Study Report
 - i. Engineer will prepare and submit to the City a preliminary study that presents results of the study with discussion in accordance with generally accepted criteria for sanitary sewer studies. The final report shall include the following at a minimum:
 - Summary of Findings and Recommendations
 - Sewer System Requirements
 - Summary of Existing Facilities
 - Summary of Flow Projections
 - Concept Plan & Profile sheets for the proposed alignments including parcels, right of way, and proposed manhole locations.
 - Costs of Suggested Improvements

VI. Right-of-Way

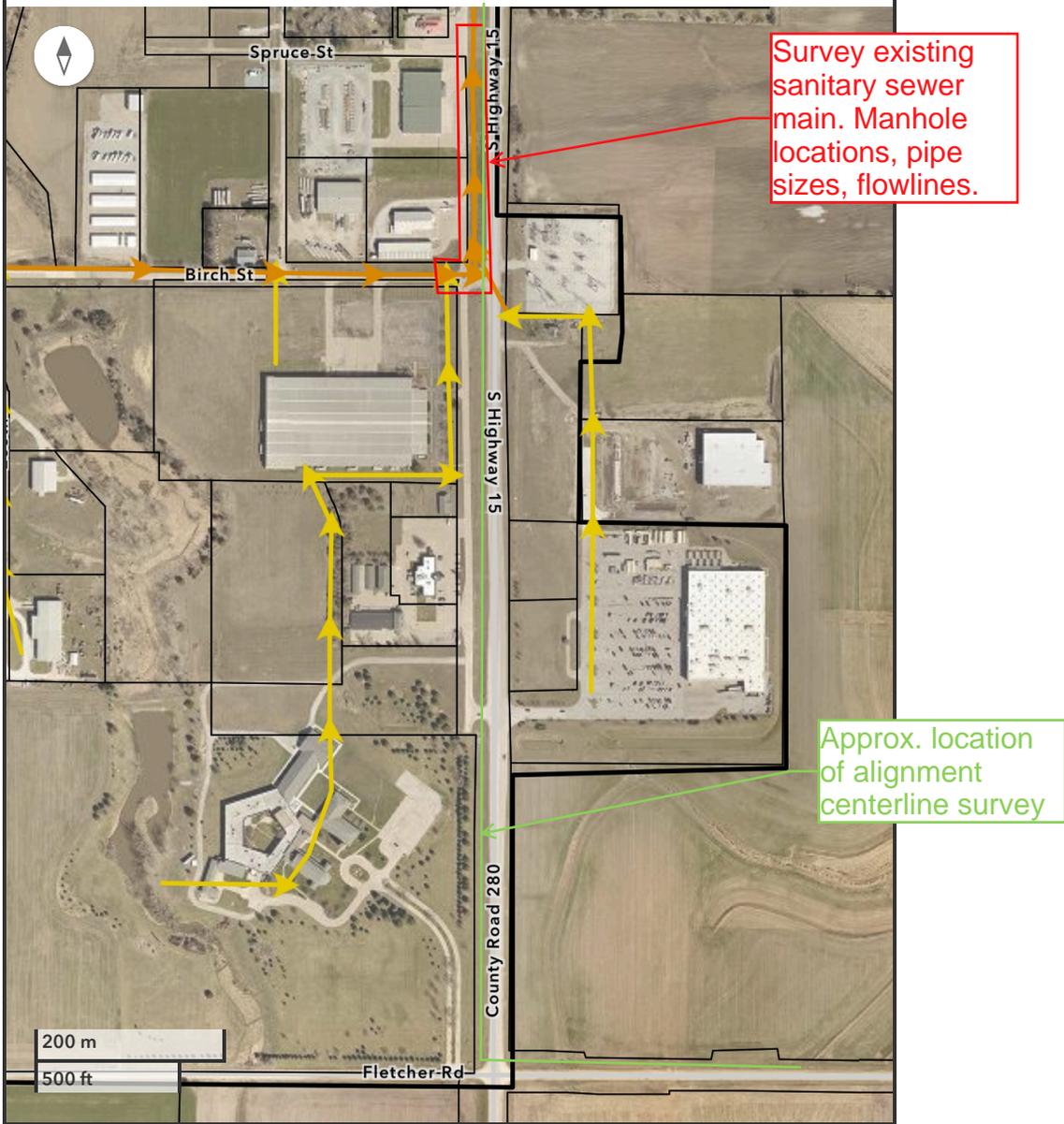
- a. The Engineer will determine conceptual easements (temporary and permanent) required to construct the project. The City's GIS files will be used to determine existing right-of-way and lot lines. No title search will be completed.
- b. The conceptual easements will be shown on the plan and profile sheets and separate right-of-way sheets will not be developed.





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2nd Street & Izaak Walton Road Sanitary Interceptor - Survey Exhibit



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2nd Street & Izaak Walton Road Sanitary Interceptor - Survey Exhibit

**EXHIBIT B: Hour Estimate Form
Concept Design**

2nd Street & Izaak Walton Road Sanitary Interceptor

City of Seward

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	2-MAN SURV CRW	CADD TECH	GRAPHIC DESIGNER	ADMIN ASST	TOTAL PER TASK
I.	Project Administration												
I.a	Project Management	5	20										25
I.b	Progress Meetings with City Staff	3	6	6									15
I.c	Team Coordination Meetings		8	8	8	8							32
I.d	Kickoff Meeting	1	1	1	1								4
II.	Topographic Field Survey												
II.a	Field Survey		1					6	24				31
II.b	Proposed Alignment Survey		1					6	28				35
II.c	CAD Services		1					6		20			27
III.	Utility Coordination												
III.a	Utility Coordination		4		4	24							32
IV.	Environmental Review												
IV.a	Environmental Review		1		1	4							6
V.	Sanitary Sewer Design												
V.a	Base Map Preparation				8	8							16
V.b	Flow Projections	1	2	4	24								31
V.c	Identify Future Sanitary Sewer Location	1	16	16	12	40							85
V.d	Horizontal Alignment	1	2	4	16	8							31
V.e	Vertical Alignment	1	2	8	24	12							47
V.f	Plan and Profile Sheets	1	2	2	8	36							49
V.g	Cost Estimates	1	4	2		16							23
V.h	Report	1	6	4	24								35
VI.	Right-of-Way												
VI.a	Concept Easements		4	2		8							14
	TOTALS	16	81	57	130	164	0	18	52	20	0	0	538

2nd Street & Izaak Walton Road Sanitary Interceptor

City of Seward

Concept Design

EXHIBIT B: FEE SUMMARY SCHEDULE

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2025 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$15,115.00
PRINCIPAL	9	\$275.00	\$2,475.00	
PROJECT MANAGER	35	\$205.00	\$7,175.00	
SENIOR PROJECT ENGINEER	15	\$205.00	\$3,075.00	
REGISTERED DESIGN ENGINEER	9	\$150.00	\$1,350.00	
ENGINEER/ SENIOR TECHNICIAN	8	\$130.00	\$1,040.00	
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN SURVEY CREW	0	\$195.00	\$0.00	
CADD TECHNICIAN	0	\$90.00	\$0.00	
GRAPHIC DESIGNER	0	\$85.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
II. Topographic Field Survey				\$15,525.00
PRINCIPAL	0	\$275.00	\$0.00	
PROJECT MANAGER	3	\$205.00	\$615.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$150.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$130.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00	
REGISTERED SURVEYOR	18	\$165.00	\$2,970.00	
2-MAN SURVEY CREW	52	\$195.00	\$10,140.00	
CADD TECHNICIAN	20	\$90.00	\$1,800.00	
GRAPHIC DESIGNER	0	\$85.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
III. Utility Coordination				\$4,540.00
PRINCIPAL	0	\$275.00	\$0.00	
PROJECT MANAGER	4	\$205.00	\$820.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	4	\$150.00	\$600.00	
ENGINEER/ SENIOR TECHNICIAN	24	\$130.00	\$3,120.00	
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN SURVEY CREW	0	\$195.00	\$0.00	
CADD TECHNICIAN	0	\$90.00	\$0.00	
GRAPHIC DESIGNER	0	\$85.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
IV. Environmental Review				\$875.00
PRINCIPAL	0	\$275.00	\$0.00	
PROJECT MANAGER	1	\$205.00	\$205.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	1	\$150.00	\$150.00	
ENGINEER/ SENIOR TECHNICIAN	4	\$130.00	\$520.00	
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN SURVEY CREW	0	\$195.00	\$0.00	
CADD TECHNICIAN	0	\$90.00	\$0.00	
GRAPHIC DESIGNER	0	\$85.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	

V. Sanitary Sewer Design \$50,095.00

PRINCIPAL	7	\$275.00	\$1,925.00
PROJECT MANAGER	34	\$205.00	\$6,970.00
SENIOR PROJECT ENGINEER	40	\$205.00	\$8,200.00
REGISTERED DESIGN ENGINEER	116	\$150.00	\$17,400.00
ENGINEER/ SENIOR TECHNICIAN	120	\$130.00	\$15,600.00
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00
REGISTERED SURVEYOR	0	\$165.00	\$0.00
2-MAN SURVEY CREW	0	\$195.00	\$0.00
CADD TECHNICIAN	0	\$90.00	\$0.00
GRAPHIC DESIGNER	0	\$85.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00

VI. Right-of-Way \$2,270.00

PRINCIPAL	0	\$275.00	\$0.00
PROJECT MANAGER	4	\$205.00	\$820.00
SENIOR PROJECT ENGINEER	2	\$205.00	\$410.00
REGISTERED DESIGN ENGINEER	0	\$150.00	\$0.00
ENGINEER/ SENIOR TECHNICIAN	8	\$130.00	\$1,040.00
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00
REGISTERED SURVEYOR	0	\$165.00	\$0.00
2-MAN SURVEY CREW	0	\$195.00	\$0.00
CADD TECHNICIAN	0	\$90.00	\$0.00
GRAPHIC DESIGNER	0	\$85.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00

Subtotal Labor Costs 538 \$88,420.00

DIRECT NON-SALARY COSTS:

	No.	Rate (\$)		
Printing	1	\$	300.00	\$ 300.00
Mileage	216	\$	0.700	\$ 151.20
Survey Mileage	350	\$	0.700	\$ 245.00
Geotech (Field Drilling Subcontractor)		\$	-	\$ -
Geotech (Lab Reimbursable)		\$	-	\$ -
Title Searches		\$	-	\$ -
Lodging		\$	-	\$ -
Per Diem		\$	-	\$ -
Public Meeting		\$	-	\$ -
Storm Sewer Video Inspection		\$	-	\$ -
Wetland Delineation		\$	-	\$ -

Sub-Total Direct Non-Salary Costs

\$ 696.20

TOTAL ESTIMATED FEE

\$89,116.20

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

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
 2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates included in Exhibit B.
 3. The total compensation for services under Paragraph C2.01 is estimated to be **\$89,116.20**.
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
 5. The total estimated compensation for Engineer’s services included Paragraph C2.01.B.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultant’s charges.
 6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultant’s charges.
 7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

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

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

C2.03 Other Provisions Concerning Payment

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

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

Insurance

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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 #
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 <input type="checkbox"/> 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	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	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.

7. Consideration of a Memorandum of Understanding Between the City of Seward and DARI Processing, LLC, Regarding Seward Rail Campus Site Readiness (**Tabled 9/2/25**) - City Administrator Butcher

Memorandum of Understanding Seward Rail Campus Site Readiness

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) dated [_____], 2025 (“Effective Date”) by and between THE CITY OF SEWARD, NEBRASKA (“City”) and DARI PROCESSING, LLC (“Owner”).

WHEREAS, pursuant to that certain Purchase Agreement dated October __, 2025 (“Purchase Agreement”), City shall sell to Owner, and Owner shall purchase from City, that certain real property located in the City of Seward, Seward County, Nebraska as legally described on **Exhibit A** attached hereto (the “Property”);

WHEREAS, the Property is located within a larger planned development named the Seward/Lincoln Regional Rail Campus (the “Project”);

WHEREAS, in order for the Property to be ready for Owner’s construction of its industrial and manufacturing facility on the Property (the “Facility”), the City has agreed to make certain Site Improvements (as defined below) to benefit the Property and the Project;

WHEREAS, pursuant to Section 4.5 of the Purchase Agreement, the parties desire to memorialize the City’s agreement to perform, complete and satisfy the Site Improvements on the terms and conditions set forth herein;

WHEREAS, the Owner would not have closed on its purchase of the Property under the Purchase Agreement without the City’s agreement to perform, complete and satisfy the Site Improvements; and

WHEREAS, the City agrees to perform, complete and satisfy the Site Improvements on the terms and conditions set forth herein, each of which are necessary for the construction, development and operation of Owner’s Facility.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. **Site Improvements**. The parties acknowledge and agree that the City Site Improvements are necessary for the Owner’s construction and operation of the Owner’s facility on the Property. The City shall complete, to Owner’s reasonable satisfaction and upon agreement of the location of each utility delivery (as applicable), each of the following “Site Improvements”:

a. **Property Access, Roads and Driveways**. Commencing on the Effective Date hereof, the City shall grant to Owner uninterrupted access to and from the Property and the Project and to and from Worthman Boulevard, Walker Road, Izaak Walton Road, County Road 294, and State Highway 15 in order for Owner to construct the Facility. On or before July 1, 2026, the City shall design, construct, and extend Worthman Boulevard running east and west from Highway 15 to and from the Property. If the City cannot meet those delivery deadlines, then it will provide to Owner temporary roads, base asphalt or additional gravel road access to the Property for construction through the winter. All roads, streets, driveways, traffic patterns and related clearances designed, constructed and maintained by the City in accordance with this subsection including, but not limited to, Walker Road, shall be maintained in a condition to adequately support mixed-use industrial and heavy construction traffic, including semi-trucks, and shall at all times comply with

applicable local, state and federal rules and regulations. The City shall be responsible, at its sole cost and expense, for the acquisition of all easements, rights-of-way, and other land rights necessary to construct and maintain the roads and access points described in this subsection. The City has applied for grant funds from the Nebraska Department of Transportation Economic Opportunity Program and Community Development Block Grant Public Works Program, the Owner agrees to assist in providing economic data, receipts of costs of the Facility, job creation information and reporting, and related data as from time to time requested by the City, Nebraska Department of Transportation, and Nebraska Department of Economic Development should an award of funds be made to the City for street improvements.

b. Tax Increment Financing. Owner is applying for tax increment financing (TIF) on the project to assist with construction, property acquisition, and other qualifying costs under the City's Tax Increment Financing Redevelopment Plan.

c. Stormwater and Detention. Owner shall construct its own stormwater detention for the facility in compliance with applicable local and state stormwater regulations. Coordination between Owner and City shall be needed to properly design and build private stormwater connections between Owner's Lot 16 and Lot 17. The costs for such stormwater pipes, earthwork, and related matters shall be borne by the Owner. If combinations of stormwater systems are deemed in the best interests of both the Owner and City, the parties will use best efforts to coordinate such undertakings.

d. Property Data Services. Within thirty days after the Effective Date, the City shall provide assistance to the Owner to help coordinate and organize proper data and fiber optic connections are designed and onsite. The City may consider waiving Right-Of-Way fees for fiber optic providers to service the property.

e. Property Electrical Service. Within 30 days after the Effective Date, the City, at its sole cost and expense, shall provide to the Property a temporary electrical power supply of not less than 200 amps at 120/240V, single-phase and 400 amps at 277/480V and three-phase, and in sufficient capacity for Owner to construct its Facility on the Property. Within 150 days after the Effective Date, the City, at its sole cost and expense, shall provide to the Property an additional temporary electrical power supply of not less than 400 amps, 277/480V, three-phase, and in sufficient capacity for Owner to provide electrical power to operate its Facility on the Property. On or before October 2026, the City, at its sole cost and expense, shall provide to the Property a permanent power supply of not less than 4.0 MW dedicated to the Property and Facility. On or before February 2027, the City, at its sole cost and expense, shall provide to the Property a permanent power supply of not less than 6.0 MW dedicated to the Property and Facility. The 6.0 MW permanent electrical power will be supplied by the City via four (4) 2.5MVA configured KVA transformers placed within 25 linear feet of the Facility footprint, the exact location of which shall be determined by Owner. On or after March 2028, the City shall, upon twenty four (24) months prior written notice from Owner, expand the permanent electrical power capacity from 6 MW to 10 MW, at no additional cost to the Owner, and subject to aide to construction policies of the City to guarantee power and usage under an ESA or MFF. Expansion would be subject to the approval and policies of Nebraska Public Power District (NPPD). Costs for any expansion studies by NPPD shall be at the sole cost of the Owner. The 10 MW permanent electrical power will be supplied by the City via six (6) 2.5MVA transformers placed within 25 linear feet of the Facility footprint, the exact location of which shall be determined by Owner in conformity with rules and regulations of the City. The City shall be responsible, at its sole cost and expense, for the acquisition of all easements, rights-of-way, and other land rights necessary to supply electrical power to the Property

including, but not limited to, the construction of any redundancy lines required by the City and/or Owner. The demarcation locations of the electrical service lines and substations referenced herein shall be at the locations described on **Exhibit B** attached hereto.

f. Property Natural Gas Service. The City shall assist in getting a written commitment from Black Hills Energy to construct and deliver to the Property a natural gas service line. This commitment shall be obtained within 90 days after the Effective Date.

g. Property Water Supply. Within 120 days after the Effective Date, the City, at its sole cost and expense, shall supply to the Property water which shall meet the minimum requirement of at least 2000-gpm at 50-psi. The connection point of the water service line(s) to the Property shall be at the location(s) shown on **Exhibit C** attached hereto. The City shall be responsible, at its sole cost and expense, for the acquisition of all easements, rights-of-way, and other land rights necessary to supply water to the Property.

h. Property Wastewater.

i. *Expansion of City Treatment Plant.* The City represents and warrants to Owner that it intends to upgrade the current capacity of the City's wastewater treatment plant (the "City WWTP"), either as an expansion of the current facility or by constructing a new treatment plant facility (the "Upgraded City WWTP"). The City further represents and warrants to Owner that the Upgraded City WWTP was being planned prior to the Effective Date hereof. The City is undertaking additional capacity increases to assist with the needs of the Owner's project, and such design is incorporating in the most recent technical data from the Owner as of the effective date of this Memorandum. The City will continue to diligently pursue the design and construction of the Upgraded City WWTP, and the City shall obtain all necessary state and federal approvals and permits for the Updated City WWTP. As of the Effective Date of this Memorandum the City was at 90% design of the currently anticipated Updated City WWTP.

ii. *Process Wastewaters.* The Owner agrees to build, maintain and operate on the Property a wastewater pre-treatment facility to treat process wastewaters. The Owner's operation of such wastewater pre-treatment facility is subject to the following City requirements: (A) pre-treatment should accomplish a TSS of 350 mg/L or less, (B) pre-treatment should accomplish a FOG of 30 mg/L or less, (C) pre-treatment should accomplish a BOD of 300 mg/L or less, (D) pre-treatment should accomplish a TKN of 30 mg/L, (E) pre-treatment should accomplish a pH between 6.5 and 9, and (F) other relevant loading as noted in the provided draft 2025 utility rates of the City of Seward demonstrated in **Exhibit D** attached hereto. Further, the City has provided to the Owner projected draft utility rates based on estimated production levels and identified loadings. These rate estimates were included in a May 19, 2025 email between the parties. These drafted rates are also included in **Exhibit E** attached hereto. These rates are an engineering estimate and actual rates may vary based on the needs of the City and the Owner. The connection point of the wastewater service line(s) to the Property shall be at the location(s) shown on **Exhibit F** attached hereto. The City shall be responsible, at its sole cost and expense, for the acquisition of all easements, rights-of-way, and other land rights necessary to supply wastewater service to the Property. Owner shall provide the City with NPDES required sampling results within five (5) days of receipt.

In the event the City WWTP or Upgraded WWTP lacks the capacity to treat or is otherwise unable to accept the process wastewaters from the Property, the City shall, at its sole cost and expense, remove such pre-treated wastewaters from the Property and dispose of and treat the same at a different location. Upon completion of the Upgraded City WWTP, the Upgraded City WWTP shall have adequate capacity to receive pre-treated process wastewater from the Property, including Owner's plans for future expansion of its Facility. Owner agrees to share daily wastewater data with City to determine trends and patterns within outflows.

2. **Construction Plans, Specifications and Schedules; Cooperation.** Each party shall provide to the other copies of all construction plans, specification and schedules related to its construction activities with respect to the Property ("Plans and Specifications"). Each party shall immediately notify the other of any material changes to any Plans and Specifications. All Plans and Specifications related to the Site Improvements shall be approved by Owner in writing. Each party shall promptly review, and approve in writing, any and all Plans and Specifications of the other party with respect to their work servicing or benefitting the Property. Each party's written approval of Plans and Specifications shall not be unreasonably withheld, delayed or conditioned. All requests for Plans and Specifications approval by Owner under this MOU shall be deemed approved by the City in the event the City does not respond to such requests within 30 days after Owner's written request.

3. **Utility Rates.** The electric, water, and wastewater rates set forth on **Exhibit G** attached hereto shall be applicable while the Owner operates the Facility on the Property and shall be adjusted only at such time as the City proposes and receives the necessary approvals to implement a general rate increase to address capital improvement requirements of the water, wastewater, and electrical systems and/or changes in related operating costs.

4. **Default and Remedies.** In the event the City fails to complete, to Owner's satisfaction, any of the Site Improvements in the manner required by, and within the time frames provided in, Section 1 above, and such failure continues for 30 days after written notice to City by Owner of such failure, the City shall immediately, upon written demand by Owner (the "Repurchase Notice"), repurchase the Property from Owner in its then AS-IS and WHERE-IS condition and without any representation or warranty of any kind from Owner. The purchase price of such repurchase (the "Repurchase Price") by the City shall an amount equal to the (a) the Purchase Price under the Purchase Agreement, plus (b) an amount equal to Owner's out of pocket expenses and construction and development costs incurred as of the date of the Repurchase Notice. The City shall deposit the entire Repurchase Price with the Title Company and the closing of the repurchase shall occur within 30 days after the date of the Repurchase Notice. At the closing and upon the City's payment of the Repurchase Price, Owner shall convey title to the Property by special warranty deed, and convey ownership of any and all fixtures, equipment and other improvements located on the Property by a quitclaim bill of sale. Upon such closing, this Agreement shall terminate automatically and neither party shall have any further rights, duties or obligations to each other. This MOU and the obligation hereto are contingent upon compliance with the Purchase Agreement, and any default by either party to the MOU shall constitute a default to this MOU.

5. **Indemnification.** Each party agrees to indemnify, defend, and hold the other party harmless from and against any and all liability, demands, actions causes of action, liens, suits, losses, costs, damages, claims, and expenses, including actual attorneys' fees and expenses, incurred by the indemnified party by reasons directly or indirectly arising out of, caused (in whole or in part) by, or in connection with the indemnifying party's performance of its obligations under this MOU.

6. **Conflict with Closing Documents.** In the event of any conflict between the provisions of this MOU and those of any other document delivered at Closing, this MOU shall control.

7. **Notices.** Any and all notices to be given under this MOU shall be given and shall be deemed to have been given in the same manner as provided under the Purchase Agreement.

8. **Survival/No Merger.** This MOU shall survive the Closing, and shall not be merged into any other document delivered at Closing.

9. **Counterparts.** This MOU may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. This MOU may be delivered by e-mail or facsimile transmission with the same effect as delivery of an original.

10. **Miscellaneous.** The captions in the sections of this MOU are inserted only as a matter of convenience and in no way define, limit, or describe the scope of this MOU or the intent of any provision hereof. Except to the extent otherwise stated herein, all capitalized terms used herein shall have the same meaning as used in the Purchase Agreement. This document constitutes the entire agreement of the parties with respect to the subject matter hereunder and supersedes all prior agreements, statements, and representations. The recitals set forth at the beginning of this MOU are incorporated as if fully set forth herein. This MOU is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties. This MOU and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Nebraska.

CITY:

City of Seward, Nebraska

By: _____
Joshua Eickmeier, Mayor

STATE OF NEBRASKA)
)
COUNTY OF SEWARD) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Joshua Eickmeier, Mayor of the City of Seward, Seller.

Notary Public

OWNER:

DARI PROCESSING, LLC

By: _____

Name:

Title:

STATE OF _____)

)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of DARI PROCESSING, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

Notary Public

EXHIBIT A

Legal Description

Lots 16 & 17, Seward Rail Campus PUD Second Addition located in the SE1/4 of Section 29, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska

Commonly referred to as 1144 Worthman Boulevard, Seward, Nebraska, and 1143 Worthman Boulevard, Seward, Nebraska.

EXHIBIT B

Property Electrical Service

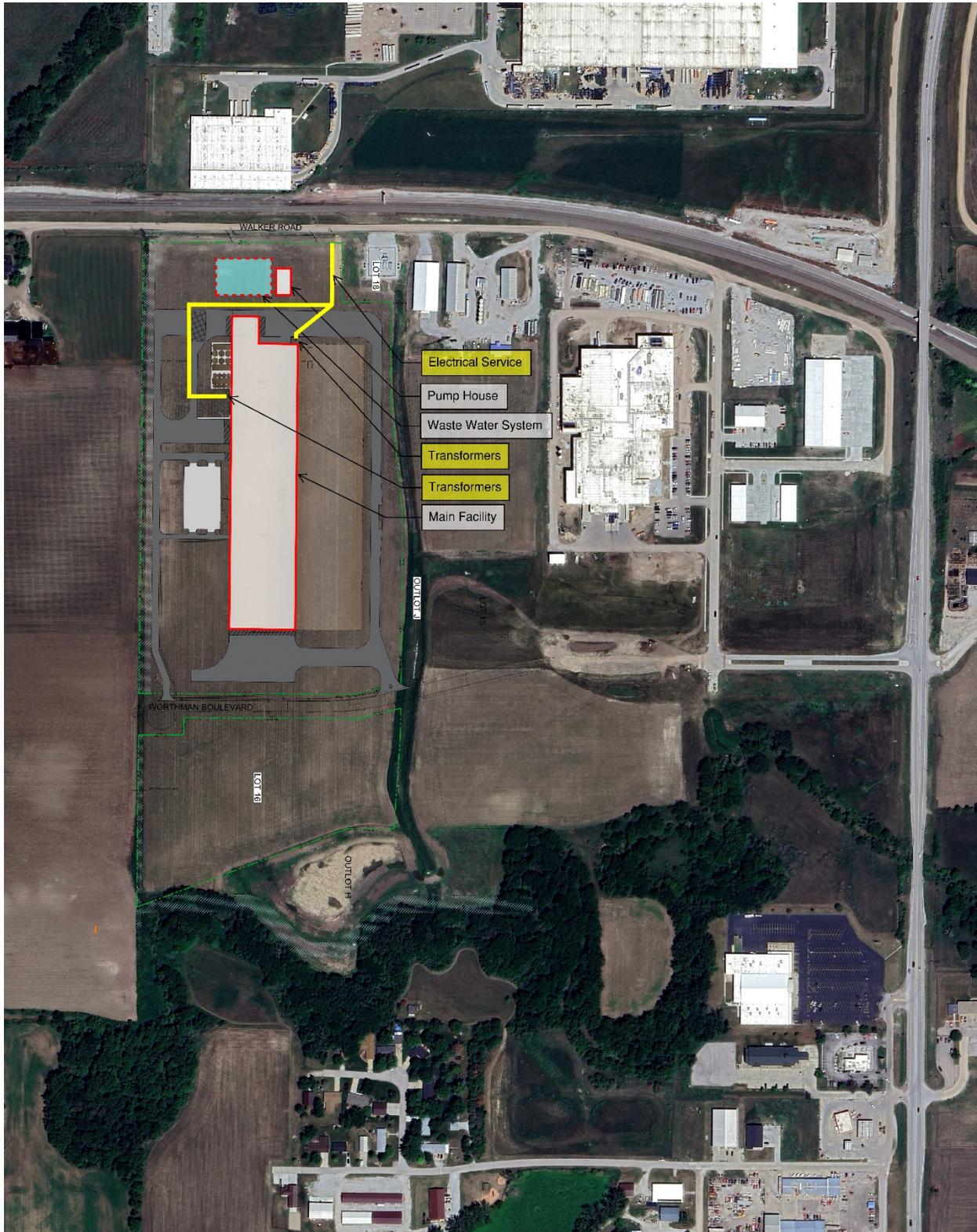


EXHIBIT C

Property Water Supply



EXHIBIT D

FY 2025-26 Proposed Wastewater Rates

******DRAFT******

ORDINANCE NO. 2025-__

AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 15.0% EFFECTIVE WITH THE OCTOBER 2024 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

§325-8.1 Residential rates.

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

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

The charges are:

- A. Effective October 2025 billing: customer charge of \$37.20 per meter, plus \$.05013 per cubic foot.

§325-8.2 General service rates.

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

The charges are:

- A. Effective October 2025 billing: customer charge of \$89.68 per meter, plus \$.05013 per cubic foot.

§325-8.3 Large general service rates.

Large general services rates are as follows:

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

The Charges are:

A. Effective October 2025 billing:

- (1) Minimum charge of \$476.77 per meter; and
 - (2) Per cubic foot: \$.02524; and
 - (3) Per pound of biochemical oxygen demand (BOD) that is measured to be greater than 300 mg/l: \$0.40; and
 - (4) Per pound of suspended solids (SS) that measured to be greater than 350 mg/l: \$0.25.
 - (5) Per pound of Total Kjeldahl Nitrogen (TKN) that measured to be greater than 30 mg/l: \$1.00.
 - (6) Per pound of Fats Oils and Grease (FOG) that measured to be greater than 30 mg/l: \$0.27.
- The sewer charges in Subsection A(1)(c) thru (f) above are based on observed wastewater flow from the customer using a suitable continuous recording device for measuring concentrations of biochemical oxygen demand (BOD), suspended solids (SS), Total Kjeldahl Nitrogen (TKN) and Fats Oils and Grease (FOG).
 - If the additional cost associated with industrial general service wastes are not recovered by the large general service rate charges or above surcharges, the City shall have the option to review the effect any user (all classifications) has on the wastewater system and establish adequate charges, if necessary, for the excessive amounts of biochemical oxygen demand, suspended solids or other applicable pollutants.

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

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

Passed and approved this 7th day of October, 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk
(SEAL)

EXHIBIT E

May 19, 2025 Engineering Estimated Future Rates

New Industrial User - Proposed Rates Year 7	Unit Charge	Flow/Load
	Unit Charge	Flow/Load
Flow Rate per CF	\$ 0.06211662	13,997,489.00
Strength Rate per pound above domestic strength (BOD > 300 mg/L)	\$ 0.40	0
Strength Rate per pound above domestic strength (SS > 350 mg/L)	\$ 0.25	0
Strength Rate per pound above domestic strength (Ammonia > xx mg/L)	\$ -	0
Strength Rate per pound above domestic strength (TKN > 30 mg/L)	\$ 1.00	187,765.00
Strength Rate per pound above domestic strength (Phosphorus > xx mg/L)	\$ -	0
Strength Rate per pound above domestic strength (FOG > 30 mg/L)	\$ 0.27	0
Customer Charge per month (8 inch meter = 14.50x)	\$ 1,895.96	14.5
Customer Charge (per year)		\$ 329,896.43
Flow Charges (per year)		\$ 869,476.76
Strengths Charges (per Year)		\$ 187,765.00
Total Per Year		\$ 1,387,138.18

*Proposed DARI project at 7 year design year
percent of City's hydraulic loading 32%

*Proposed DARI project at 7 year design year
percent of City's Wastewater Budget 24%

EXHIBIT F

Property Wastewater Supply

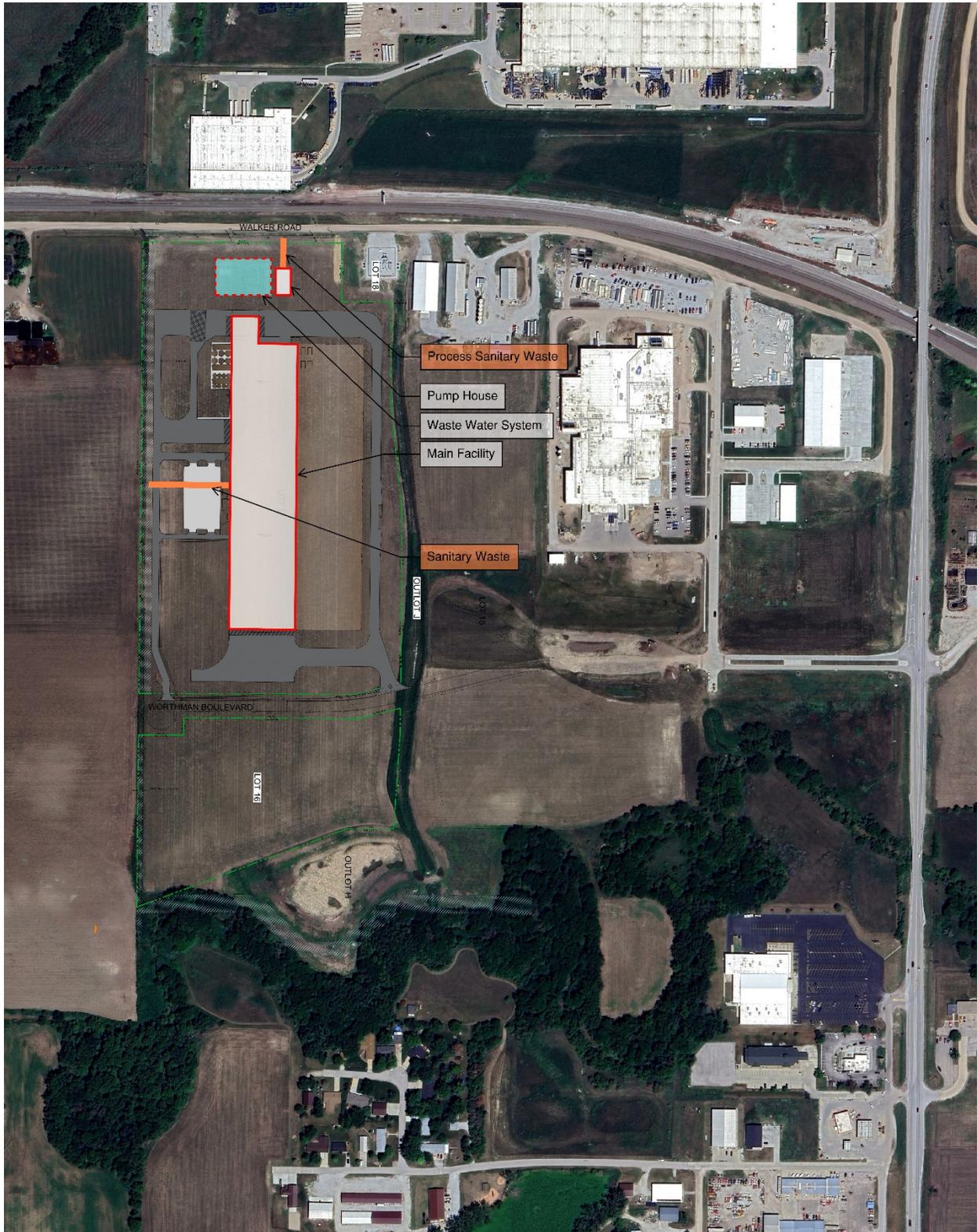


EXHIBIT G

Current City of Seward 2024-2025 Rates

ADOPTED ELECTRIC UTILITY RATES OCTOBER 2024:

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

§237-3.1. Determination of rates.

- A. As a tariff of rates based on monthly consumption by each consumer of current from the Electric Distribution System of the City, the following schedule based on meter readings is established.
- B. One meter shall be installed to service one user. If additional buildings are required for a given user, they shall be interconnected by the customer to obtain one meter. If additional meters and services are requested by the customer, each shall be treated as a separate customer. It will be at the City's sole discretion to determine what installation of service is most appropriate and beneficial to the system as a whole, which decision will be based on, but not limited to, proximity, continuity, similarity and compatibility of service. This requirement shall take effect with the kilowatt hour usage from the 1st day of October 2002. Any services metered differently prior to this date will be grandfathered in.
- C. Effective date: October 2024 billing
- D. Rates:
 - (1) Summer rate: The summer rate shall apply to the Customer's use from June Billing through September Billing.
 - (2) Winter rate: The winter rates shall apply to the Customer's use from October Billing through May Billing.
- E. Terms and conditions:
 - (1) Usage may be fractionalized on the actual days of service for application of a change in rate.
 - (2) Service will be furnished under the City's General Terms and conditions.
 - (3) Extensions made for service under this schedule are subject to the provisions of the City's rules governing Extension of Service and Facilities.
 - (4) The rates set forth herein may be increased by the amount of any new or increased governmental tax imposed and levied on transmission, distribution, production, or the sale of electrical power.

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

- A. Summer period:
 - (1) Customer charge, per month: \$24.14.
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1119.
- B. Winter period:
 - (1) Customer charge, per month: \$24.14.
 - (2) Plus energy charge of: First 700 kWh, per kWh: \$0.1119.

- (3) Over 700 kWh, per kWh: \$0.0906.
- C. Available: within established City limits.
- D. Applicable: to single-family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter, provided ratings of individual single-phase motors do not exceed five (5) horsepower.
- E. Character of service: AC, 60 cycles, 120/240 volt, three-wire, single-phase.
- F. Small Business in Residential District: any property located in a Residential Zone of the City which conducts a small business inside the home which is legal under the Zoning Ordinance of the City^[1] shall be considered residential for the purposes of this section, in accordance with the definition in §237-2.8B(1).^[2]

§237-3.3. Commercial Service (CE).

- A. Summer period:
 - (1) Customer charge, per month: \$47.74.
 - (2) Plus energy charge of: All kWh, per kWh: \$0.1054.
- B. Winter period:
 - (1) Customer charge, per month: \$47.74.
 - (2) Plus energy charge of: First 1,600 kWh, per kWh: \$0.1054.
 - (3) Over 1,600 kWh, per kWh: \$0.0842.
- C. Available: within established City rate areas.
- D. Applicable: to any customer for lighting, heating, and power purposes where all service is taken through a single meter at one location, and where the Customer's demand does not exceed 49 kW for four consecutive months. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of Service: AC, 60 cycles, 120/240 volts, single-phase; 240 volts, three-phase, three-wire; 120/240, 120/208, volts, or 277/480 volts, three-phase, four-wire; or at any of the City's standard distribution voltages, as available. Customers requiring service at secondary voltages other than that already established by the City shall be required to provide suitable space for location of the City's transformation, metering and associated equipment. Secondary voltage other than that already established shall be provided by special permission only.

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

- A. Summer period:
 - (1) Customer charge, per month: \$131.55.
 - (2) Demand charge: per kW per month of billing demand: \$20.688.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0706.
- B. Winter period:

- (1) Customer charge, per month: \$131.55.
- (2) Demand charge: per kW per month of billing demand: \$17.51.
- (3) Plus energy charge of: for all usage, per kWh: \$0.0652.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
 - (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings.
- D. Available: within established City rate areas.
- E. Applicable: to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

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

- A. Summer period:
 - (1) Customer charge, per month: \$131.55.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.2212.
- B. Winter period:
 - (1) Customer charge, per month: \$131.55.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.2212.
- C. Available: within established City rate areas.
- D. Applicable: an alternate to the GD rate to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months may request to be billed under this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)
- E. Removal from GD-LLF: when a customer requests to be billed on the GD-LLF rate, the customer will be bill on GD-LLF for a minimum of twelve (12) months. After twelve (12) months, the customer can request to be billed on the GD rate and must remain on the GD rate for twelve (12) months before eligible to request to be billed again on the GD-LLF.

- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

§237-3.6. Large Power (LP).

- A. Summer period:
 - (1) Customer charge, per month: \$196.27.
 - (2) Demand charge: per kW per month of billing demand: \$20.42.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0546.
- B. Winter period:
 - (1) Customer charge, per month: \$196.27.
 - (2) Demand charge: per kW per month of billing demand: \$16.71.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0509.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
 - (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings of the preceding eleven (11) months.
- D. Available: in the general area served by the City from lines of 35,000 volts or less.
- E. Applicable: to existing customers, or to new customers with demands of 500 kilowatts or more for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.
- G. Power factor adjustment:
 - (1) For loads of 500 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense.
 - (2) In the general course of maintenance and replacement of equipment, the City may replace existing demand meters with power factor-capable demand meters, at its option, at which point the customer will be subject to power factor adjustments as defined above.
- H. Economic Development Rate – Effective January 2025 Billing. Available to any Large Power customer that meets ALL the following conditions:
 - (1) Provides new or additional load of 1,000 kW or greater on a monthly basis;

- (2) Has a monthly load factor, calculated by dividing the energy usage by the product of the peak demand and the number of hours in the month, of 60% or greater;
- (3) The customer has entered into a written service agreement with the City of Seward and the Nebraska Public Power District (NPPD) pursuant to NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule;
- (4) The customer has entered into an agreement with either the State of Nebraska or other political subdivision to provide an economic development project under state or local law; and
- (5) The customer has met all other requirements of the Economic Development Rate Schedule.
- (6) Rate:
 - (a) NPPD customer charge, per month: \$500.00.
 - (b) NPPD energy charge of: All kWh, per kWh: \$0.03169.
 - (c) City of Seward customer charge, per month: \$155.00.
 - (d) City of Seward energy charge: All kWh, per kWh: \$0.01545.
- (7) The above rate shall apply to both summer and winter periods.
- (8) The Economic Development Rate is subject to change based upon the written service agreement with the City of Seward and NPPD as well as NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule.

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

- A. Summer period:
 - (1) Customer charge, per month: \$36.86.
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1119.
- B. Winter period:
 - (1) Customer Charge, per month: \$36.86.
 - (2) Plus energy charge of:
 - (a) First 900 kWh, per kWh: \$0.1119.
 - (b) Over 900 kWh, per kWh: \$0.0906.
- C. Available: in the territory serviced by the City outside of the corporate limits.
- D. Applicable: to rural residences for domestic and other farm uses which may be served from existing distribution lines and where the total required kVA does not exceed that which may be supplied from a fifty (50) kVA distribution transformer. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of service: AC, 60 cycles, 120/240 volts, single-phase, three-wire.

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

- A. Applicability:
 - (1) All electric rates are subject to application of a production cost adjustment. The

PCA may be determined from time to time and when approved shall be applied monthly for a period of not more than twelve (12) months. The PCA calculations will be based on the FY projected and actual twelve (12) months includable expenses and the current budget actual and projected sales subject to the PCA. The City may invoke the PCA when unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted.

- (2) At the end of any PCA application period, any under or over collected revenues may be added to the next FY estimate of power costs to determine if another PCA is necessary for the next twelve (12) months or shorter period.

B. Formula for calculating the PCA factor:

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

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

Where:

Total Estimated Cost = *Revise after Budget the Fuel and Purchased Power + Difference*

Transmission Expense - Budgeted Fuel and Purchased Power + Transmission Expense

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

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

§237-3.9 Delinquent bills; notice.

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

§237-3.10. Rates effective.

The rates provided herein shall become effective with the billing beginning October 2024 or as determined after review of the annual electric budget.

§237-3.11. Discrimination prohibited.

No electric current shall be furnished to any consumer under any other rate than as provided in this article, and there shall be no discrimination in rates between consumers using equal amounts of current for the same purpose under the same conditions.

§237-3.12. Service beyond corporate limits.

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

to the City to do so.

§237-3.13 Special circumstances.

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

ADOPTED WATER UTILITY RATES NOVEMBER 2024:

Section 1. Section 390-1.26 of the Municipal Code shall be amended as follows:

§390-1.26 Water rates.

A. A tariff of monthly water rates will be charged for each meter installed in the water system of the City. The Water/Wastewater Director or his duly authorized agent may make a determination to forego the meter charge on irrigation systems when the meter is winterized and shut-off, if it is in the best interest of the City to do so. The following rates are hereby established:

Urban General Service Rates		
Rates Effective with October 2024 Billing		
Meter Size (inches)	Customer Charge	Rate per Cubic Foot
1 or less	\$14.28	First 1,200 CF, \$.0390 per CF Over 1,200 CF, \$.0465 per CF
1.5	\$32.13	First 1,800 CF, \$.0390 per CF Over 1,800 CF, \$.0465 per CF
2	\$57.10	First 2,400 CF, \$.0390 per CF Over 2,400 CF, \$.0465 per CF
3	\$128.48	First 3,600 CF, \$.0390 per CF Over 3,600 CF, \$.0465 per CF
4	\$228.41	First 4,800 CF, \$.0390 per CF Over 4,800 CF, \$.0465 per CF
6	\$513.93	First 7,200 CF, \$.0390 per CF Over 7,200 CF, \$.0465 per CF
8	\$913.65	First 9,600 CF, \$.0390 per CF Over 9,600 CF, \$.0465 per CF

Rural General Service Rates		
Rates Effective with October 2024 Billing		
Meter Size (inches)	Customer Charge	Rate per Cubic Foot
1 or less	\$18.69	First 1,200 CF, \$.0555 per CF Over 1,200 CF, \$.0681 per CF
1.5	\$38.87	First 1,800 CF, \$.0555 per CF Over 1,800 CF, \$.0681 per CF
2	\$67.13	First 2,400 CF, \$.0555 per CF Over 2,400 CF, \$.0681 per CF
3	\$147.85	First 3,600 CF, \$.0555 per CF

		Over 3,600 CF, \$.0681 per CF
4	\$260.86	First 4,800 CF, \$.0555 per CF Over 4,800 CF, \$.0681 per CF
6	\$583.76	First 7,200 CF, \$.0555 per CF Over 7,200 CF, \$.0681 per CF
8	\$1,035.81	First 9,600 CF, \$.0555 per CF Over 9,600 CF, \$.0681 per CF

Urban Industrial Service Rates Rates Effective with January 2025 Billing	
1.	The Urban Industrial Service Rate is available to customers within the City of Seward with an average monthly usage over 150,000 CF.
2.	Customer charges will be based upon the Urban General Service Rate listed above.
3.	Rate per Cubic Feet: a. First 66,840 CF, \$.0462 per CF; b. Second 66,840 CF, \$.0347 per CF; c. Third 66,840 CF, \$.0270 per CF; d. Fourth 66,840 CF, \$.0155 per CF; and e. Fifth 66,840 CF and over, \$.0099 per CF.

ADOPTED SEWER UTILITY RATES OCTOBER 2024:

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

§325-8.1 Residential rates.

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

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

The charges are:

- B.** Effective October 2024 billing: customer charge of \$36.11 per meter, plus \$.04867 per cubic foot.

§325-8.2 General service rates.

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

The charges are:

- B.** Effective October 2024 billing: customer charge of \$87.07 per meter, plus \$.04867 per cubic foot.

§325-8.3 Large general service rates.

Large general services rates are as follows:

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

The Charges are:

- B.** Effective October 2024 billing:

- (1) Minimum charge of \$462.88 per meter; and
- (2) Per cubic foot: \$.0245; and
- (3) Per pound of biochemical oxygen demand (BOD) that is measured to be greater than 200 mg/l: \$0.40; and
- (4) Per pound of suspended solids (SS) that measured to be greater than 220 mg/l: \$0.25.
- (5) Per pound of Total Kjeldahl Nitrogen (TKN) that measured to be greater than 30 mg/l: \$0.50.
- (6) Per pound of Fats Oils and Grease (FOG) that measured to be greater than 100 mg/l: \$0.27.

- The sewer charges in Subsection A(1)(c) thru (f) above are based on observed wastewater flow from the customer using a suitable continuous recording device for measuring concentrations of biochemical oxygen demand (BOD), suspended solids (SS), Total Kjeldahl Nitrogen (TKN) and Fats Oils and Grease (FOG).
- If the additional cost associated with industrial general service wastes are not recovered by the large general service rate charges or above surcharges, the City shall have the option to review the effect any user (all classifications) has on the wastewater system and establish adequate charges, if necessary, for the excessive amounts of biochemical oxygen demand, suspended solids or other applicable pollutants.

8. Consideration of an Ordinance Amending the Municipal Code; Initiating an Electric Rate Adjustment Increasing Total System Revenues by 3.0%; Effective with October 2025 Billing - City Administrator Butcher

ORDINANCE NO. 2025-27

AN ORDINANCE TO AMEND SECTIONS 237-3.1 THROUGH 237-3.13 OF THE MUNICIPAL CODE; TO INITIATE AN ELECTRIC RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICES FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2025; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 237-3.1 THROUGH 237-3.13; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

§237-3.1. Determination of rates.

- A. As a tariff of rates based on monthly consumption by each consumer of current from the Electric Distribution System of the City, the following schedule based on meter readings is established.
- B. One meter shall be installed to service one user. If additional buildings are required for a given user, they shall be interconnected by the customer to obtain one meter. If additional meters and services are requested by the customer, each shall be treated as a separate customer. It will be at the City's sole discretion to determine what installation of service is most appropriate and beneficial to the system as a whole, which decision will be based on, but not limited to, proximity, continuity, similarity and compatibility of service. This requirement shall take effect with the kilowatt hour usage from the 1st day of October 2002. Any services metered differently prior to this date will be grandfathered in.
- C. Effective date: October 2025 billing
- D. Rates:
 - (1) Summer rate: The summer rate shall apply to the Customer's use from June Billing through September Billing.
 - (2) Winter rate: The winter rates shall apply to the Customer's use from October Billing through May Billing.
- E. Terms and conditions:
 - (1) Usage may be fractionalized on the actual days of service for application of a change in rate.
 - (2) Service will be furnished under the City's General Terms and conditions.
 - (3) Extensions made for service under this schedule are subject to the provisions of the City's rules governing Extension of Service and Facilities.
 - (4) The rates set forth herein may be increased by the amount of any new or increased governmental tax imposed and levied on transmission, distribution, production, or the sale of electrical power.

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

- A. Summer period:
 - (1) Customer charge, per month: \$24.86.
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1152.
- B. Winter period:
 - (1) Customer charge, per month: \$24.86.

- (2) Plus energy charge of: First 700 kWh, per kWh: \$0.1152.
- (3) Over 700 kWh, per kWh: \$0.0933.
- C. Available: within established City limits.
- D. Applicable: to single-family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter, provided ratings of individual single-phase motors do not exceed five (5) horsepower.
- E. Character of service: AC, 60 cycles, 120/240 volt, three-wire, single-phase.
- F. Small Business in Residential District: any property located in a Residential Zone of the City which conducts a small business inside the home which is legal under the Zoning Ordinance of the City ^[1] shall be considered residential for the purposes of this section, in accordance with the definition in §237-2.8B(1).^[2]

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

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

§237-3.3. Commercial Service (CE).

- A. Summer period:
 - (1) Customer charge, per month: \$49.17.
 - (2) Plus energy charge of: All kWh, per kWh: \$0.1086.
- B. Winter period:
 - (1) Customer charge, per month: \$49.17
 - (2) Plus energy charge of: First 1,600 kWh, per kWh: \$0.1086.
 - (3) Over 1,600 kWh, per kWh: \$0.0867.
- C. Available: within established City rate areas.
- D. Applicable: to any customer for lighting, heating, and power purposes where all service is taken through a single meter at one location, and where the Customer's demand does not exceed 49 kW for four consecutive months. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of Service: AC, 60 cycles, 120/240 volts, single-phase; 240 volts, three-phase, three-wire; 120/240, 120/208, volts, or 277/480 volts, three-phase, four-wire; or at any of the City's standard distribution voltages, as available. Customers requiring service at secondary voltages other than that already established by the City shall be required to provide suitable space for location of the City's transformation, metering and associated equipment. Secondary voltage other than that already established shall be provided by special permission only.

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

- A. Summer period:
 - (1) Customer charge, per month: \$135.50.
 - (2) Demand charge: per kW per month of billing demand: \$21.31.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0727.
- B. Winter period:
 - (1) Customer charge, per month: \$135.50.

- (2) Demand charge: per kW per month of billing demand: \$18.04.
- (3) Plus energy charge of: for all usage, per kWh: \$0.0672.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
 - (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings.
- D. Available: within established City rate areas.
- E. Applicable: to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

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

- A. Summer period:
 - (1) Customer charge, per month: \$135.50.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.2278.
- B. Winter period:
 - (1) Customer charge, per month: \$135.50.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.2278.
- C. Available: within established City rate areas.
- D. Applicable: an alternate to the GD rate to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months may request to be billed under this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)
- E. Removal from GD-LLF: when a customer requests to be billed on the GD-LLF rate, the customer will be bill on GD-LLF for a minimum of twelve (12) months. After twelve (12) months, the customer can request to be billed on the GD rate and must remain on the GD rate for twelve (12) months before eligible to request to be billed again on the GD-LLF.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

§237-3.6. Large Power (LP).

- A. Summer period:
 - (1) Customer charge, per month: \$202.16.

- (2) Demand charge: per kW per month of billing demand: \$21.03.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0562.
- B. Winter period:
- (1) Customer charge, per month: \$202.16.
 - (2) Demand charge: per kW per month of billing demand: \$17.21.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0524.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
- (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings of the preceding eleven (11) months.
- D. Available: in the general area served by the City from lines of 35,000 volts or less.
- E. Applicable: to existing customers, or to new customers with demands of 500 kilowatts or more for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.
- G. Power factor adjustment:
- (1) For loads of 500 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense.
 - (2) In the general course of maintenance and replacement of equipment, the City may replace existing demand meters with power factor-capable demand meters, at its option, at which point the customer will be subject to power factor adjustments as defined above.
- H. Economic Development Rate – Effective January 2025 Billing. Available to any Large Power customer that meets ALL the following conditions:
- (1) Provides new or additional load of 1,000 kW or greater on a monthly basis;
 - (2) Has a monthly load factor, calculated by dividing the energy usage by the product of the peak demand and the number of hours in the month, of 60% or greater;
 - (3) The customer has entered into a written service agreement with the City of Seward and the Nebraska Public Power District (NPPD) pursuant to NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule;
 - (4) The customer has entered into an agreement with either the State of Nebraska or other political subdivision to provide an economic development project under state or local law; and
 - (5) The customer has met all other requirements of the Economic Development Rate Schedule.
 - (6) Rate:

- (a) NPPD customer charge, per month: \$500.00.
- (b) NPPD energy charge of: All kWh, per kWh: \$0.03169.
- (c) City of Seward customer charge, per month: \$155.00.
- (d) City of Seward energy charge: All kWh, per kWh: \$0.01545.
- (7) The above rate shall apply to both summer and winter periods.
- (8) The Economic Development Rate is subject to change based upon the written service agreement with the City of Seward and NPPD as well as NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule.

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

- A. Summer period:
 - (1) Customer charge, per month: \$37.97
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1153.
- B. Winter period:
 - (1) Customer Charge, per month: \$37.97.
 - (2) Plus energy charge of:
 - (a) First 900 kWh, per kWh: \$0.1153.
 - (b) Over 900 kWh, per kWh: \$0.0933.
- C. Available: in the territory serviced by the City outside of the corporate limits.
- D. Applicable: to rural residences for domestic and other farm uses which may be served from existing distribution lines and where the total required kVA does not exceed that which may be supplied from a fifty (50) kVA distribution transformer. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of service: AC, 60 cycles, 120/240 volts, single-phase, three-wire.

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

- A. Applicability:
 - (1) All electric rates are subject to application of a production cost adjustment. The PCA may be determined from time to time and when approved shall be applied monthly for a period of not more than twelve (12) months. The PCA calculations will be based on the FY projected and actual twelve (12) months includable expenses and the current budget actual and projected sales subject to the PCA. The City may invoke the PCA when unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted.
 - (2) At the end of any PCA application period, any under or over collected revenues may be added to the next FY estimate of power costs to determine if another PCA is necessary for the next twelve (12) months or shorter period.
- B. Formula for calculating the PCA factor:
 - (1) The following formula is used to determine the power cost adjustment charge when it is invoked. The PCA will be calculated to the nearest one-tenth of a \$1.00/MWh or \$0.10/kWh.
 - (2) When unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted the PCA formula is:

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

Where:

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

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

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

§237-3.9 Delinquent bills; notice.

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

§237-3.10. Rates effective.

The rates provided herein shall become effective with the billing beginning October 2025 or as determined after review of the annual electric budget.

§237-3.11. Discrimination prohibited.

No electric current shall be furnished to any consumer under any other rate than as provided in this article, and there shall be no discrimination in rates between consumers using equal amounts of current for the same purpose under the same conditions.

§237-3.12. Service beyond corporate limits.

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

§237-3.13 Special circumstances.

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

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

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

Passed and approved this 7th day of October, 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk
(SEAL)

9. Consideration of an Ordinance Amending the Municipal Code; Initiating a Water Rate Adjustment Increasing Total System Revenues by 3.0%; Effective with October 2025 Billing - City Administrator Butcher

ORDINANCE NO. 2025-28

AN ORDINANCE TO AMEND SECTION 390-1.26 OF THE MUNICIPAL CODE; TO INITIATE A WATER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE WATER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2025 BILLINGS; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTION 390-1.26; 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. Section 390-1.26 of the Municipal Code shall be amended as follows:

§390-1.26 Water rates.

A. A tariff of monthly water rates will be charged for each meter installed in the water system of the City. The Water/Wastewater Director or his duly authorized agent may make a determination to forego the meter charge on irrigation systems when the meter is winterized and shut-off, if it is in the best interest of the City to do so. The following rates are hereby established:

Urban General Service Rates Rates Effective with October 2025 Billing		
Meter Size (inches)	Customer Charge	Rate per Cubic Foot
1 or less	\$14.71	First 1,200 CF, \$.0402 per CF Over 1,200 CF, \$.0479 per CF
1.5	\$33.09	First 1,800 CF, \$.0402 per CF Over 1,800 CF, \$.0479 per CF
2	\$58.81	First 2,400 CF, \$.0402 per CF Over 2,400 CF, \$.0479 per CF
3	\$132.33	First 3,600 CF, \$.0402 per CF Over 3,600 CF, \$.0479 per CF
4	\$235.26	First 4,800 CF, \$.0402 per CF Over 4,800 CF, \$.0479 per CF
6	\$529.35	First 7,200 CF, \$.0402 per CF Over 7,200 CF, \$.0479 per CF
8	\$941.06	First 9,600 CF, \$.0402 per CF Over 9,600 CF, \$.0479 per CF

Rural General Service Rates Rates Effective with October 2025 Billing		
Meter Size (inches)	Customer Charge	Rate per Cubic Foot
1 or less	\$19.25	First 1,200 CF, \$.0572 per CF Over 1,200 CF, \$.0701 per CF
1.5	\$40.04	First 1,800 CF, \$.0572 per CF Over 1,800 CF, \$.0701 per CF
2	\$69.14	First 2,400 CF, \$.0572 per CF Over 2,400 CF, \$.0701 per CF
3	\$152.29	First 3,600 CF, \$.0572 per CF Over 3,600 CF, \$.0701 per CF
4	\$268.69	First 4,800 CF, \$.0572 per CF Over 4,800 CF, \$.0701 per CF
6	\$601.27	First 7,200 CF, \$.0572 per CF Over 7,200 CF, \$.0701 per CF
8	\$1,066.88	First 9,600 CF, \$.0572 per CF Over 9,600 CF, \$.0701 per CF

**Urban Industrial Service Rates
Rates Effective with October 2025 Billing**

1. The Urban Industrial Service Rate is available to customers within the City of Seward with an average monthly usage over 150,000 CF.
2. Customer charges will be based upon the Urban General Service Rate listed above.
3. Rate per Cubic Feet:
 - a. First 66,840 CF, \$.0476 per CF;
 - b. Second 66,840 CF, \$.0357 per CF;
 - c. Third 66,840 CF, \$.0278 per CF;
 - d. Fourth 66,840 CF, \$.0160 per CF; and
 - e. Fifth 66,840 CF and over, \$.0102 per CF.

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

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

Passed and approved this 7th day of October, 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

10. Consideration of an Ordinance Amending the Municipal Code; Initiating a Sewer Rate Adjustment Increasing Total System Revenues by 3.0%; Effective with October 2025 Billing - City Administrator Butcher

ORDINANCE NO. 2025-29

AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2025 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

§325-8.1 Residential rates.

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

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

The charges are:

- A. Effective October 2025 billing: customer charge of \$37.20 per meter, plus \$.05013 per cubic foot.

§325-8.2 General service rates.

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

The charges are:

- A. Effective October 2025 billing: customer charge of \$89.68 per meter, plus \$.05013 per cubic foot.

§325-8.3 Large general service rates.

Large general services rates are as follows:

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

The Charges are:

- A. Effective October 2025 billing:

- (1) Minimum charge of \$476.77 per meter; and
- (2) Per cubic foot: \$.02524; and
- (3) Per pound of biochemical oxygen demand (BOD) that is measured to be greater than 300 mg/l: \$0.40; and
- (4) Per pound of suspended solids (SS) that measured to be greater than 350 mg/l: \$0.25.
- (5) Per pound of Total Kjeldahl Nitrogen (TKN) that measured to be greater than 30 mg/l: \$1.00.
- (6) Per pound of Fats Oils and Grease (FOG) that measured to be greater than 30 mg/l: \$0.27.

- The sewer charges in Subsection A(1)(c) thru (f) above are based on observed wastewater flow from the customer using a suitable continuous recording device for measuring concentrations of biochemical oxygen demand (BOD), suspended solids (SS), Total Kjeldahl Nitrogen (TKN) and Fats Oils and Grease (FOG).
- If the additional cost associated with industrial general service wastes are not recovered by the large general service rate charges or above surcharges, the City shall have the option to review the effect any user (all classifications) has on the wastewater system and establish adequate charges, if necessary, for the excessive amounts of biochemical oxygen demand, suspended solids or other applicable pollutants.

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

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

Passed and approved this 7th day of October, 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 10/7/25

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (seeding), design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway, final paint application underway. Working on cellular installation and demolition planning for old tower.
- Worked with Kelly Hoffschneider to work on several real estate items related to the Rail Campus and related legal matters.
- Check in meeting with Building and Zoning Staff.
- Budget follow up items. Final submission to the state, posting, distribution to department heads, and county filings.
- Finalized MOU with DARI.
- Met weekly with Jonathan Jank (SCCDP) to update on the status of economic development items.
- Attended Industrial Substation Teams meeting for updates on items for electric department.
- Conducted 6 month evaluation of all Department Heads.
- Attended the League of Municipalities Annual Conference in Lincoln September (24-26).
- Working with other municipalities on BNSF crossing issue.
- Held CARC meeting to review LB 840 Program.
- Out of the Office on September 19th

Police Department

- Juvenile Intake Training
- Juvenile Comprehensive Plan Meeting
- CASA Board Meeting
- SHS Homecoming Parade & Dance
- Peters & Garcia attending POAN Conference

City Clerk/Human Resources/City Hall

- Safety Manual draft sent to all employees
- Employee Handbook: working on draft of next revisions
- Employee Evals due by 10/3
- Final reimbursement sent to State for Pump Station
- Current Open Position: Lineman or Journeyman (additional)

Water/Wastewater Department

- Hydrant on Larkspur
- Concordia Physical Geography Tour at RO Plant
- Leak at intersection of Lincoln St and Grand Ave

Parks and Rec/Cemetery/Golf/Pool

- Finish crowning of East field
- Last High School Softball game Monday
- Overseed ball fields
- Mulching parks
- Middle School Wellness Day is Friday

Civic Center

- Realized no changing stations in the bathrooms
- Need North sign replaced

- Quiz Bowl on Wednesday

Electric Department

- NDOT finish terminating, phasing in circuits and energizing temp
- Hughes Brothers install conduits for new Galvanizing Plant
- Replace overhead switch 1st and Hillcrest

Street Department

- Tree Removal
- Sidewalk Repairs
- Grade Roads and Alleys
- Spray Mosquitos

Library

- Library Board Meeting
- R&R Book group
- Movie on Thursday

Building Inspection/Planning Department

- Planning Commission – No October Agenda, November – Nuejahr minor plat
- B&Z Check-in – Involuntary annexation review, Walmart gas station review
- Electric Building Fire Marsal Inspection, October 6th
- Chapters Building – Trey Barnes ran into a snag with engineers and testing mortar requirements
- Horseshoe Building – repair estimate received, waiting on approval
- Board of Adjustments – Bartels Variance

Engineering

- 500k Water Tower – final coat - logo, site electrical, AT&T equipment relocation, US Cellular lease agreement
- DARI LLC – meeting w/AVS, storm sewer pipe installation, detention pond outlet drawings
- Water System Study – develop detailed scope, share with JEO
- Levee Pump Station – amendment 2, meeting w/Michael Bash
- East Hillcrest Drive – prepare documents for easements and R.O.W
- NDOT – City of Seward National Functional Classification Map
- Plum Creek Bridge – electrical conflict, letter to NEMA/FEMA (ROW encumbrance)
- Bradford Street Storm Sewer Improvement – seeding

Finance Department

- Payroll
- Submit FY25-26 budget to State Auditors
- Claims

Seward Wellness Center

- Reviews
- 5th Grade Volleyball Tournament

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

1. Strategy Session with City Attorney Regarding Contract Negotiations with NPPD for Wholesale Electric Power Purchase - City Attorney Hoffschneider

MOTION TO ADJOURN

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