



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

Tuesday, June 2, 2026

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, June 2, 2026, 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

6-2-2026

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; LS-Lease; MA-Maintenance; MAT-Materials; MC-Miscellaneous; MH-Merchandise; MI-Mileage; ML-Meals; MS-Memberships; OI-Oil; OP-Operations; PF-Postage; PR-Public Relations; PU-Publications; RE-Repairs; RI-Reimbursement; SE-Services; SL-Sales; ST-Sales Tax; SU-Supplies; TE-Testing; TR-Training; TO-Tools; UN-Uniforms; UT-Utilities

8S Repair LLC	RE	1,170.00
ADE	SE	33.74
AKRS Equipment Inc	GU	430.38
Altec Industries Inc	RE	34.77
Amazon Capital Services Inc	MAT/SU	3,068.01
Andy Hartmann/Hartmann Construction	CI	1,166.44
Aqua-Chem Inc	SU	535.85
ARPS	CI	7,070.00
Austin Stinson & Son's LLC	RE	219.75
Bizco Technologies	IT	1,398.00
Border States Industries Inc	INV/SU	5,450.71
Bottle Rocket Brewing	SU	55.00
Brad Vancura	EX	120.00
Bryan Niebrugge	EX	60.00
Callaway Golf	MH	2,129.88
Capital Business Systems Inc	SE	692.35
Capital Overhead Door Co	BU	1,397.00
Carla Taylor	MC	450.00
Cash-Wa Distributing Co	SU	85.48
City Seward Buildings/Grounds	OP	4,000.00
City Seward Electric Fund	UT	56,208.23
City Seward Library Petty Cash	PF/SU	187.34
Commonwealth Electric Co	OP	891.00
Constellation Newenergy Gas	UT	594.56
Core & Main LP	SU	60.60
Danko Emergency Equipment Co	RE	2,970.00
Dutton-Lainson Co	SU	163.83
E M C Insurance Companies	INS	1,000.00
Eakes Office Solution	SU	209.22
Eces/Campbell Cleaning	SE	1,200.00
Egan Supply Co	RE	8,190.00

Farmers Coop - Seward	GS/DF	426.62
Gerhold Concrete Co Inc	CI/SU	1,661.17
Hach Company	SU	896.63
Hamilton Equipment Company	RE	165.28
Hoffschneider Law PC	SE/PF	5,037.02
Husker Electric Supply Co	CI/SU	1,034.96
Jared Hans	RI	95.69
JEO Consulting Group	CI	21,000.00
Jerry's Transmission Service	RE	5,916.17
Joel Brase	EX	105.00
John Smith	EX	95.00
K & Z Distributing	SU	655.70
Kendall Oberhauser	EX	235.00
Lanthan Janousek	EX	60.00
Lee's Refrigeration	BU	135.00
Lucy Buell	EX	95.00
Lynn Peavey Co	SU	55.85
M E Collins Contracting Co	CI	164,574.05
Menards North	GU/BU	265.25
Midwest Service & Sales	SU	355.00
Midwest Turf & Irrigation	RE	4,365.56
Nate Sykes	EX	45.00
Ne Dept Water/Energy/Environment	TR	115.00
Nebraska Equipment Inc	RE	327.05
Nebraska Generator Service Llc	RE	1,036.25
Nebraska Machinery Company	RE	138.86
Nebraska Public Health Env Lab	TE	222.00
Nebraska State Fire Marshal	SE	61.00
Nextlink Internet	UT	103.35
Nippon Sanso Matheson Inc	SU	113.19
Norris Public Power District	UT	1,259.25
Northern Safety Co Inc	SU	522.72
O'Reilly Automotive Inc	SU	209.37
Pavers Inc	CI	600.00
Point C	INS	5,681.93
Purpose Associates	CI	17,774.64
Quality Brands Of Lincoln	SU	1,549.15
Quill Corp	SU	93.77
Revolution Wraps Llc	MC	278.00
Richard J Mailand/Mailand Clothing	SE	64.00
Robert Core	RI	31.00
Russell Frazey	RI	618.00
Sapp Brothers Petroleum Inc	GS	18,284.00
Schemmer Architects Engineers	CI/FA	26,780.16

Scorevision Llc	AF	4,000.00
Seward County Chamber & Development	RI	232.11
Short Elliott Hendrickson Inc	CI	155,316.69
Siteone Landscape Supply	GU	1,882.08
Sports Express	SU	2,033.50
State Distributing Co	SU	567.66
Summit Fire Protection	SE/AF	695.90
Todd Berner	EX	75.00
U S Cellular	UT	133.06
U S Postal Service	PF	4,500.00
Union Title Company Llc	CI	1,000.00
Valentino's	EX	210.00
Verizon Financial Services Llc	UT	281.64
Veseris	SU	5,243.00
VISA		18,161.27
SMTP2GO	IT	75.00
League of NE Municipalities	TR	530.00
Amazon	MAT/SU	1,199.49
Prime Video	MC	25.76
Walmart	SU	1,785.02
Sam's Club	SU	861.02
Emergency Solutions	SE	155.00
AT&T	UT	81.08
NFPA	TR	13.53
Sign Pro	RE	264.91
Engine Company Leather	OP	4,155.00
Amazon Prime	AF	349.00
American Water Works	MS	385.00
EZ Flex	SU	299.46
Jimmy John's	MC	173.24
OMG National Marketing	PR	346.22
Blauer Manufacturing	UN	204.98
Dragon Palace	ML	158.36
Sparetime	ML	137.91
Valentino's	ML	172.22
Runza	ML	208.15
Constant Contact	MC	26.00
ForeUP	IT	725.63
Anypromo.com	PR	241.84
Tracfone	UT	28.20
Hulu	MS	107.48
Adobe	IT	26.48
NE Sports Council	MC	16.09
Zoomshift	IT	88.00

American Red Cross	TR	768.00	
Swimoutlet.com	SU	1,446.30	
JL Matthews Co	SU	431.17	
The Power Gripz	SU	659.13	
The Fort	SU	1,082.60	
Brunt Workwear	SU	206.31	
Imprint Logo	PR	185.02	
Ariat	SU	542.67	
Wesco Distribution Inc	INV/SU		3,861.13
Wyatt Emons	EX		105.00
	TOTAL		\$582,677.82

Walmart	Amazon	Sam's Club
240.46	278.83	53.63
53.39	19.52	88.51
24.88	139.66	521.65
19.14	121.72	197.23
78.04	49.98	
50.15	14.96	
332.06	132.4	
72.18	25.96	
21.07	20.99	
117.97	336.36	
146.62	59.11	
190.05		
205.66		
22.64		
53.18		
108.12		
49.41		
1785.02	1199.49	861.02
1785.02	1199.49	861.02

2. Draft Minutes of May 26, 2026, City Council Meeting

May 26, 2026

The Seward City Council met at 7:00 p.m. on Tuesday, May 26, 2026, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Karl Miller, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: Zane Francescato, Jessica Kolterman. Other officials present: City Administrator Greg Butcher, Water/Wastewater Director Brandon Koll, Wellness Center Director Joel Brase, 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 Reports (totaling \$937,098.56)
4. Police Department Report
5. Draft Minutes of May 5, 2026, City Council Meeting

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

Nay: None. Absent: Francescato, Kolterman. Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF AN APPEAL FROM JADEN & BRIANNA VOLZKE, PER CITY CODE 213-3.2, FOR ISSUANCE OF CHICKEN PERMIT AT 238 S 2ND STREET

City Administrator Butcher reported that in trying to obtain a chicken permit per City Code 213-3.2, the Volzke's had obtained all neighbor signoffs aside from one—per the ordinance all must approve. As such, a chicken permit was not issued. Mr. Volzke has requested an appeal to the ruling of administration. Mr. Butcher noted the ability to appeal, but no formalized process to do so. Further, he noted that no neighbors were notified of this appeal to speak in support or denial.

Jaden Volzke, appellant, indicated the refusing neighbor had a poor relationship with his family. He noted the neighbor commented she didn't have a problem with chickens, but instead, had a problem with his family. To mitigate future issues with this neighbor, he noted the proposed location of the coop would not be near their boundary. Further, he relayed the closest neighbor of the proposed coop location was in support of the permit issuance. Councilmember Singleton sympathized with the Volzke's that they had followed the process and the comments that the neighbor wasn't against chickens on the property. Councilmember Miller opined that he would like to see a formalized appeal process to be drafted.

Councilmember Singleton moved, seconded by Councilmember Stryson, to grant the appeal for issuance of a chicken permit to Jaden & Brianna Volzke at 238 S 2nd Street.

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

Nay: None. Absent: Francescato, Kolterman. Motion carried.

2. CONSIDERATION OF A REQUEST FROM THE NEBRASKA LIQUOR CONTROL COMMISSION ON BEHALF OF SQUIRE WARD'S LLC FOR AN ADDRESS AMENDMENT TO LIQUOR LICENSE #124004

Mr. Butcher noted the business was moving to 608 Seward Street; therefore, an amendment to the existing liquor license was required. The City has confirmed that all state and local requirements have been met. Gregg Nelson, applicant, indicated he had completed a fire egress and pedestrian access easement between this location and 612 Seward Street.

Councilmember Stryson moved, seconded by Councilmember Tonniges, to approve the request for amendment to liquor license #124004 as proposed.

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

Nay: None. Absent: Francescato, Kolterman. Motion carried.

3. CONSIDERATION OF A REQUEST FROM THE SEWARD ARTS COUNCIL FOR APPROVAL OF SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE SEWARD BANDSHELL FOR 'SECOND SATURDAY ART CONNECTIONS' SERIES DURING SUMMER 2026

Amber Fiala, Straight Path LLC, noted the request to hold the event at the bandshell and on the adjoining 5th Street was similar as in previous years. The events will be on June 13th, July 11th, and August 8th.

Councilmember Singleton moved, seconded by Councilmember Wergin, to approve the request to hold 2026 Second Saturday Art Connections Series at the Seward Bandshell and allow sale and consumption of alcoholic beverages.

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

4. CONSIDERATION OF A REQUEST TO APPROVE A SPECIAL DESIGNATED LIQUOR LICENSE TO DOT PROVISIONS

City Clerk Bargmann relayed DOT Provisions had not previously applied for a special designated liquor license within the City. If approved, they may be approved via the City's expedited approval policy for future requests.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a special designated liquor license for DOT Provisions for an event to be held on July 3-4, 2026 at 211 S 4th Street.

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

5. CONSIDERATION OF A GENERAL SERVICES AGREEMENT WITH THE SCHEMMER ASSOCIATES

Mr. Butcher indicated the general services agreement was for general use services for various City projects. Since it was a blanket agreement, no bidding or proposals were required. Establishment of this agreement will be followed by specific task orders for projects undertaken.

Councilmember Wergin moved, seconded by Councilmember Kahler, to approve a general services agreement with The Schemmer Associates.

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

A. CONSIDERATION OF APPROVAL OF TASK ORDER #1 IN THE AMOUNT OF \$20,938.00

Water/Wastewater Director Koll noted the task order would be for surveying services related to the 2nd Street Lift Station Project, which would allow for temporary wastewater treatment during construction of new wastewater treatment plant.

Councilmember Wergin moved, seconded by Councilmember Tonniges, to approve task order #1 to the general services agreement, approved May 26, 2026, with The Schemmer Associates.

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

6. ITEMS RELATED TO THE METERING MANHOLE & SAMPLING BUILDING PHASE 1 PROJECT

A. CONSIDERATION OF APPROVAL OF AN AGREEMENT WITH THE SCHEMMER ASSOCIATES IN THE AMOUNT OF \$54,232.50 FOR PROFESSIONAL ENGINEERING SERVICES DURING CONSTRUCTION

Mr. Butcher indicated the agreement would be for construction oversight during the construction phase.

Councilmember Tonniges moved, seconded by Councilmember Miller, to approve an agreement in the amount of \$54,232.50 with The Schemmer Associates for professional engineering services related to the Metering Manhole & Sampling Building Phase 1 Project.

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

B. CONSIDERATION OF A RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT FOR THE METERING MANHOLE & SAMPLING BUILDING PROJECT TO VAN KIRK BROS. CONTRACTING IN THE AMOUNT OF \$311,520.25

Mr. Koll noted Van Kirk Bros. Contracting was the lowest bidder; therefore, it is recommendation the City award a construction contract for completion of the project. The project will allow for the City to monitor the loading of the pre-treatment from DARI Processing LLC as it comes online in early 2027. This project will allow the City to maintain compliance with NPDES permitting.

Councilmember Singleton moved, seconded by Councilmember Miller, to award a construction contract to Van Kirk Bros. Contracting for the Metering Manhole & Sampling Building Project in the amount of \$311,520.25.

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

7. REQUEST FROM SEWARD WELLNESS CENTER TO UTILIZE FUNDS FOR FINAL BUILDING ITEMS

Wellness Center Director Joel Brase was requesting use of the Capital Improvement Funds, of which an approximate balance of \$400,000 existed. This would avoid incurring additional debt. In June the City will convert the construction loan to a final long-term debt and begin repayment via the monthly collected sales tax. Mr. Butcher also noted the FY 25-26 pool design item was budgeted for the long-term debt. This item will be incurred and if the pool is not planned to be moved to the Wellness Center, then the funds will be returned to pay down the debt.

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Councilmember Singleton moved, seconded by Councilmember Tonniges, to approve the request from Wellness Center Director Brase to utilize capital improvement funds for items presented.

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

Nay: None. Absent: Francescato, Kolterman. Motion carried.

CITY ADMINISTRATOR’S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator’s report of May 26, 2026, be accepted.

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

Nay: None. Absent: Francescato, Kolterman. Motion carried.

MOTION TO ADJOURN

Councilmember Miller moved, seconded by Councilmember Singleton, that the May 26, 2026, City Council Meeting be adjourned.

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

Nay: None. Absent: Francescato, Kolterman. Motion carried.

Adjourned approximately 7:56 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Consideration of an Ordinance to Revise the City's Unified Land Development Code (ULDO): Chapter 410-44.8, 44.9, 44.16 Regarding Board of Adjustment - Building/Zoning & Code Enf. Director Dworak

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

ULDO Amendment

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

May 11, 2026

BRIEF SUMMARY OF REQUEST

A review of Text Amendments to the City of Seward Unified Land Development Ordinance; Article 44 Administrative Procedures and Penalties, 410-44.8 Board of Adjustment Establishment; Appeals Procedure; 410-44.9 Board of Adjustment Powers and Duties; and 410-44.16 Granting of Variances (exceptions) and conditions.

APPLICATION CONTACT

Tim Dworak

City of Seward - Building and Zoning

ANALYSIS

Attached are the proposed amendment red line changes to update the Board of Adjustment establishment, appeals procedures, powers and duties to the City Council, in the City of Seward Unified Land Development Ordinance (ULDO).

The notice of this Public Hearing was posted in the Seward County Independent.

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

§ 410-44.8. Board of Adjustment establishment; appeals procedure.

A. Establishment; appointment of members; rules and regulations; meetings.

- (1) A Board of Adjustment is hereby established to provide relief in situations of hardship or to hear appeals as provided by this section. ~~The Board shall consist of five regular members, plus one additional alternate member who shall attend and vote only when one member is unable to attend for any reason.~~
- (2) ~~The City Council shall serve as the Board of Adjustment. Each member shall be appointed by the Mayor with the approval of the City Council for a three-year term and is removable for cause by the appointing authority upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One member of the Board shall be appointed from the Planning Commission, and the loss of membership on the Commission by such member shall also result in his/her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commissioner to the Board.~~
- (3) The Board of Adjustment shall adopt rules and regulations in accordance with these regulations and the laws of the State of Nebraska pursuant to Neb. RS 19-901 to 19-914. The President of the City council shall serve as the Chairperson. Meetings shall be held at the call of the ~~Chairman~~Chairperson and at such other times as the Board may determine. Such ~~Chairman~~Chairperson, or, in ~~his=~~ their absence, ~~the an~~ acting ~~Chairman~~Chairperson, may administer oaths and compel the attendance of witnesses. All meetings and records shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. The Board shall keep a record of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. ~~A majority~~ Two-thirds of the Board shall constitute a quorum for the transaction of business.
- ~~(4) At least one member of the Board of Adjustment shall reside outside of the corporate boundaries of the City but within its extraterritorial zoning jurisdiction.[†]~~

B. Procedure for appeals.

- (1) Appeals shall be made to the Board of Adjustment through the office of the Zoning Administrator in written form as determined by the Zoning Administrator. The Board shall fix a reasonable time for the hearing of the appeal and shall decide the appeal within 30 days of the date of the public hearing. An appeal stays all proceedings in furtherance of the action, unless the Zoning Administrator certifies to the Board that by reason of the facts stated in the certificate a stay would, in his/her opinion, cause imminent peril to life or property.
- (2) The Board shall provide a minimum of 10 days' notice of a public hearing on any question before it. Notice of the hearing shall be posted in a conspicuous place on or near the property on which the application has been made; by publication in a newspaper of general circulation in the City of Seward and by written notice to the appealing party.
- (3) Upon the public hearing, any party may appear in person or by agent or attorney. The

concurring vote of ~~four out of five member~~two-thirds of the members of the Seward City Council, acting as the Board of Adjustment, of such Board as so composed shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the appellant on any matter upon which it is required to pass under any Unified Land Development Ordinance, or to effect any variation in such regulations.

§ 410-44.9. Board of Adjustment powers and duties.

A. The Board of Adjustment shall have only the following powers and duties:

- (1) Administrative review: to hear and decide appeals when it is alleged there is error in any order, requirement, decision or determination made by the Building Official, or his/her designee, in the enforcement of these regulations or any regulation relating to the location or soundness of structures, except that the authority to hear and decide appeals shall not apply to decisions made under Neb. RS 19-929(3).²
- (2) Interpretation of Zoning Map: to hear and decide, in accordance with the provisions of any zoning regulation, requests for interpretation of any map.
- (3) Variances to relieve hardships relating to property: to authorize, upon appeal, variances from the strict application of these regulations where, by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the zoning regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, such strict application would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property.
 - (a) Requirements for grant of a variance. No such variance shall be authorized by the Board unless it finds that:
 - [1] Strict application of the zoning regulations will produce undue hardship.
 - [2] Such hardship is not shared generally by other properties in the same zoning district and in the same vicinity.
 - [3] The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance.
 - [4] The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit or caprice.
 - [5] The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable a general regulation to be adopted as an amendment to these zoning regulations.
 - [6] The granting of the variance will not cause substantial detriment to the public

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

good and will not substantially impair the intent and purpose of any ordinance or resolution.

(b) Findings by Board. The Board of Adjustment shall make findings that ~~the~~ all requirements of Subsection A(3)(a) have been met by the applicant for a variance.

(c) Conditions for grant of variance.

[1] In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with these regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of these regulations and punishable under § 410-44.15 of these regulations.

[2] Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of these regulations in the district involved, or any use expressly or by implication prohibited by the terms of these regulations in said district.

[3] No nonconforming use of neighboring lands, structures or buildings in the same district and no permitted or nonconforming use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

B. Board has powers of Building Official on appeals; reversing decisions of Building Official.

(1) In exercising the above-mentioned powers, the Board of Adjustment may, so long as such action is in conformity with the terms of these regulations, reverse or affirm, wholly or partly, or may modify the order, requirement, decisions, or determination as ought to be made, and to that end shall have the powers of the Building Official from whom the appeal is taken.

(2) The concurring vote of ~~four two-thirds of the Seward City Council, acting as the Board of Adjustment, members of the Board~~ shall be necessary to reverse any order, requirements, decision, or determination of the administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under these regulations, or to effect any variation in the application of these regulations.

~~§ 410-44.16. Granting of variances (exceptions) and conditions. [Added 11-1-2005 by Ord. No. 55-05]~~

~~In addition to the exceptions contained in this chapter, the Planning Commission may recommend and the City Council may grant variances from the provisions of these regulations, but only after determining that:~~

~~A.—There are unique circumstances or conditions affecting the property that are not the result of actions by the subdivider.~~

~~B.—The variance is necessary for the reasonable and acceptable development of the property in question.~~

~~C.—The granting of the variance will not be detrimental to the public or injurious to adjacent and~~

| ~~nearby properties.~~

ORDINANCE NO. 2026-6

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 44.8 BOARD OF ADJUSTMENT ESTABLISHMENT; APPEALS PROCEDURE; TO AMEND ARTICLE 44.9 BOARD OF ADJUSTMENT POWERS AND DUTIES; & TO AMEND ARTICLE 44.16 GRANTING OF VARIANCES (EXCEPTIONS) AND CONDITIONS; 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.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD AS FOLLOWS:

That Chapter 410 of the Municipal Code of the City of Seward is hereby amended as follows:

Section 1. That §410-44.8 is amended as follows:

§ 410-44.8 **Board of Adjustment establishment; appeals procedure.**

A. Establishment; appointment of members; rules and regulations; meetings.

- (1) A Board of Adjustment is hereby established to provide relief in situations of hardship or to hear appeals as provided by this section. ~~The Board shall consist of five regular members, plus one additional alternate member who shall attend and vote only when one member is unable to attend for any reason.~~
- (2) ~~The City Council shall serve as the Board of Adjustment. Each member shall be appointed by the Mayor with the approval of the City Council for a three-year term and is removable for cause by the appointing authority upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One member of the Board shall be appointed from the Planning Commission, and the loss of membership on the Commission by such member shall also result in his/her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commissioner to the Board.~~
- (3) The Board of Adjustment shall adopt rules and regulations in accordance with these regulations and the laws of the State of Nebraska pursuant to Neb. RS 19-901 to 19-914. The President of the City Council shall serve as the Chairperson. Meetings shall be held at the call of the ~~Chairman~~ Chairperson and at such other times as the Board may determine. Such ~~Chairman~~ Chairperson, or, in his their absence, ~~the an~~ an acting ~~Chairman~~ Chairperson, may administer oaths and compel the attendance of witnesses. All meetings and records shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. The Board shall keep a record of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. ~~A majority~~ Two-thirds of the Board shall constitute a quorum for the transaction of business.
- (4) ~~At least one member of the Board of Adjustment shall reside outside of the corporate boundaries of the City but within its extraterritorial zoning jurisdiction.~~

B. Procedure for appeals.

- (1) Appeals shall be made to the Board of Adjustment through the office of

the Zoning Administrator in written form as determined by the Zoning Administrator. The Board shall fix a reasonable time for the hearing of the appeal and shall decide the appeal within 30 days of the date of the public hearing. An appeal stays all proceedings in furtherance of the action, unless the Zoning Administrator certifies to the Board that by reason of the facts stated in the certificate a stay would, in his/her opinion, cause imminent peril to life or property.

- (2) The Board shall provide a minimum of 10 days' notice of a public hearing on any question before it. Notice of the hearing shall be posted in a conspicuous place on or near the property on which the application has been made; by publication in a newspaper of general circulation in the City of Seward and by written notice to the appealing party.
- (3) Upon the public hearing, any party may appear in person or by agent or attorney. The concurring vote of ~~four out of five members~~ two-thirds of the members of the Seward City Council, acting as the Board of Adjustment, of such Board as so composed shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the appellant on any matter upon which it is required to pass under any Unified Land Development Ordinance, or to effect any variation in such regulations.

Section 2. That §410-44.9 is amended as follows:

§ 410-44.9 Board of Adjustment powers and duties.

A. The Board of Adjustment shall have only the following powers and duties:

- (1) Administrative review: to hear and decide appeals when it is alleged there is error in any order, requirement, decision or determination made by the Building Official, or his/her designee, in the enforcement of these regulations or any regulation relating to the location or soundness of structures, except that the authority to hear and decide appeals shall not apply to decisions made under Neb. RS 19-929(3).²
- (2) Interpretation of Zoning Map: to hear and decide, in accordance with the provisions of any zoning regulation, requests for interpretation of any map.
- (3) Variances to relieve hardships relating to property: to authorize, upon appeal, variances from the strict application of these regulations where, by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the zoning regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, such strict application would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property.
 - (a) Requirements for grant of a variance. No such variance shall be authorized by the Board unless it finds that:
 - [1] Strict application of the zoning regulations will produce undue hardship.
 - [2] Such hardship is not shared generally by other properties in the same zoning district and in the same vicinity.
 - [3] The authorization of such variance will not be of substantial

detriment to adjacent property and the character of the district will not be changed by the granting of the variance.

[4] The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit or caprice.

[5] The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable a general regulation to be adopted as an amendment to these zoning regulations.

[6] The granting of the variance will not cause substantial detriment to the public good and will not substantially impair the intent and purpose of any ordinance or resolution.

(b) Findings by Board. The Board of Adjustment shall make findings that ~~the~~ all requirements of Subsection A(3)(a) have been met by the applicant for a variance.

(c) Conditions for grant of variance.

[1] In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with these regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of these regulations and punishable under § 410-44.15 of these regulations.

[2] Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of these regulations in the district involved, or any use expressly or by implication prohibited by the terms of these regulations in said district.

[3] No nonconforming use of neighboring lands, structures or buildings in the same district and no permitted or nonconforming use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

B. Board has powers of Building Official on appeals; reversing decisions of Building Official.

(1) In exercising the above-mentioned powers, the Board of Adjustment may, so long as such action is in conformity with the terms of these regulations, reverse or affirm, wholly or partly, or may modify the order, requirement, decisions, or determination as ought to be made, and to that end shall have the powers of the Building Official from whom the appeal is taken.

(2) The concurring vote of ~~four~~ two-thirds of the Seward City Council, acting as the Board of Adjustment, members of the Board shall be necessary to reverse any order, requirements, decision, or determination of the administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under these regulations, or to effect any variation in the application of these regulations.

Section 3. That §410-44.16 is amended as follows:

~~§ 410-44.16 Granting of variances (exceptions) and conditions.~~

~~In addition to the exceptions contained in this chapter, the Planning Commission may recommend and the City Council may grant variances from the provisions of these regulations, but only after determining that:~~

- ~~A. There are unique circumstances or conditions affecting the property that are not the result of action by the subdivider.~~
- ~~B. The variance is necessary for the reasonable and acceptable development of the property in question.~~
- ~~C. The granting of the variance will not be detrimental to the public or injurious to adjacent and nearby properties.~~

Section 4. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. WHEN OPERATIVE; PUBLICATION IN PAMPHLET FORM. This ordinance shall be published in pamphlet form and shall be in full force from and after its passage, approval and publication or posting as required by law.

Dated this _____ day of _____, 2026

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Derek Bargmann, City Clerk

2. Public Hearing - 7:00 PM - Consideration of an Ordinance to Revise the City's Unified Land Development Code (ULDO): Chapter 410, Attachment 1 - Use Matrix; Alternative Energy Production Devices - Building/Zoning & Code Enf. Director Dworak

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

ULDO Amendment

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

May 11, 2026

BRIEF SUMMARY OF REQUEST

A review of a Text Amendment to the City of Seward Unified Land Development Ordinance; 410 Attachment 1 Use Matrix to add Alternative Energy Production Devices.

APPLICATION CONTACT

Tim Dworak

City of Seward - Building and Zoning

ANALYSIS

Attached are the proposed amendment red line changes to add Alternative Energy Production Devices to the Use Matrix as it's listed in our Use Types, in the City of Seward Unified Land Development Ordinance (ULDO).

The notice of this Public Hearing was posted in the Seward County Independent.

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

ZONING AND SUBDIVISION

410 Attachment 1

City of Seward

Use Matrix

[Amended 11-20-2018 by Ord. No. 2018-19; 2-8-2019 by Ord. No. 2019-05; 2-19-2019 by Ord. No. 2019-04;
7-16-2019 by Ord. No. 2019-21; 6-16-2020 by Ord. No. 2020-13; 11-17-2020 by Ord. No. 2020-31; 7-6-2021 by Ord. No. 2021-15;
8-17-2021 by Ord. No. 2021-18; 10-4-2022 by Ord. No. 2022-17; 9-16-2025 by Ord. No. 2025-24]

KEY:

- P Permitted by right or by right subject to supplemental regulations
- S Permitted by conditional use permit (§ 410-44.3)
- S(x) Expansion of an existing use is permitted subject to approval of a conditional use permit
- E Permitted by right if lawfully existing on the effective date of this chapter
- Blank Use not permitted in zoning district
- * Use subject to site plan review (§ 410-44.2)

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Agricultural Uses																
Horticulture	L	P	P													§ 410-31.2
Crop production	L	P	P													§ 410-31.2
Animal production	M	P	P													§ 410-31.2
Confined animal feeding operations	I	S(x)														§§ 410-31.2, 410-31.3
Livestock sales	H	S														
Residential Uses																
Single-family detached	L	P	P	P	P	P	P	P	P	P	S/E	S/E	E	E	E	
Single-family attached	L			P	P	P	P	P	P	P	S/E	S/E	E	E	E	
Duplex	L			P	P	P	P	P	P	P	S	S	E	E	E	
Two-family*	L			S	S	P	P	S	P	S	S	S				
Townhouse*	L				P	P	P	S	P	P	S	P	E	E	E	
Multiple-family*	M					S	P		P	P	S	P	E	E	E	
Downtown residential*	L								P			P				§ 410-31.3

SEWARD CODE

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Group residential*	M	S			S	S	P	S	S	S/E	E	E	E	E	E	§ 410-31.3
Boardinghouse*	M						S		S	E	E	E	E	E	E	
Manufactured housing residential	L	P	P	P	P	P	P	P	P	P	S/E	S	E	E	E	
Mobile home park*	M							P								§ 410-31.3
Mobile home subdivision	L							P								§ 410-31.3
Retirement residential*	M	S	S	S	P	P	P	S	P	S	S	P				
Civic Uses																
Administration	L	P	S		S	S	P	S	P	P	P	P	P	P	P	
Cemetery*	L	S	S	S	S	S	S	S								
Clubs (recreational)*	L	S	S	S	S	S	P	S	P	P	P	P	P	P	P	§ 410-31.4
Clubs (social)*	M	S	S	S	S	S	P	S	P	P	P	P	P	P	P	§ 410-31.4
College/University*	H	S	S	S	S	S	S	S	S	P	P	P	P	P		
Convalescent services*	L	S	S	S	S	S	P	S	P	P	P	S	S			
Cultural services*	M	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day care (limited)	L	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 410-31.4
Day care (general)*	M	S	S	S	S	S	P	P	P	P	P	P	P	P	P	§ 410-31.4
Detention facilities*	I	S									S	S		S	S	
Emergency residential	L	P	P	P	P	P	P	P	P	P	P	P				
Group-care facility*	M			S	S	P	P	S	P	P	P	P				§ 410-31.4
Group home	L	P	P	P	P	P	P	P	P	P	P	P				§ 410-31.4
Guidance services	L					S	P	S	P	P	P	P	P	P	P	
Health care*	M	S			S	S	P	S	P	P	P	P	P	P	P	
Hospitals*	I	S			S	S	S		S	S	P	P	P	S	S	
Maintenance facility*	H	S	S				S			S	P	S	P	P	P	
Park and recreation	L	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Postal facilities*	M					S	S		P	P	P	P	P	P	P	
Primary education*	H	P	P	P	P	P	P	P	P	P	S	S				

ZONING AND SUBDIVISION

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Public assembly*	H								S	S	P	P	S	P	P	
Religious assembly*	M	P	S	S	S	S	S	S	P	P	P	P	P	P	C	
Safety services*	M	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Secondary education*	I	S	S	S	S	S	P	S	P	S	P	S	S	S		
Utilities*	M	P	S	S	S	S	S	S	S	S	P	S	P	P	P	
Office Uses																
Corporate offices*	M					S	S		P	P	P	P	P	P	P	
General offices	M					S	S		P	P	P	P	P	P	P	
Financial services A	L						S		P	P	P	P	P	P	P	
Financial services B*	M								S	P	P	P	P	P	P	
Medical offices A	L						S		P	P	P	P	P	P	P	
Medical offices B*	M						S		P	P	P	P	P	P	P	
Commercial Uses																
Agricultural sales/service*	H	S									P		S	P	P	
Auto auction lots*	H										S			P	P	§ 410-31.5
Auto rental/sales*	H									S	P	P	S	P	P	§ 410-31.5
Auto services*	H								S	S	P	P	P	P	P	§ 410-31.5
Aviation maintenance repair*	M										S			P	P	§ 410-31.5
Body repair*	I										P	S	S	P	P	§ 410-31.5
Dog day care	M	S	S						S	S	S	S		S		§ 410-31.5
Equipment rental/sales*	H									S	P	S	S	P	P	§ 410-31.5
Equipment repair*	H										P	S		P	P	§ 410-31.5
Bed-and-breakfast*	L	S	S	S	P	P	P	S	P	P	P	P	S	S	S	§ 410-31.5
Business support services*	M						S		P	P	P	P	P	P	P	
Business/Trade school*	H						S		P	S	P	P	P	P	P	
Campground*	M	S	S								S					§ 410-31.5
Cocktail lounge*	H									S	P	P	P	P	P	
Commercial recreation	H									S	P	P	P	P	P	

SEWARD CODE

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
(controlled-impact)*																
Commercial recreation (high-impact)*	H	S									P		S	P	P	
Communication service*	M					S			P	S	P	P	P	P	P	
Construction sales/service*	H										P	S	P	P	P	§ 410-31.5
Consumer service*	M								P	P	P	P	P	P	P	
Convenience storage*	H						S					P	P	P	P	§ 410-31.5
Food sales (convenience)*	H								S	P	P	P	S	P	S	
Food sales (limited)*	L								P	P	P	P	S			
Food sales (general)*	M								S	P	P	P	S	P		
Food sales (supermarkets)*	I									S	P	S				
Funeral service*	M				S	S	P		P	P	P	P	P	P	P	
Gaming facilities*	H									S	P	P		P	P	
Kennels*	M	S	S								S			P	P	§ 410-31.5
Laundry services*	H										P	P	P	P	P	
Liquor sales*	H									S	P	P		P		
Lodging*	H								S	S	P	P	P			
Personal improvement	M						S		P	P	P	P	P	P	P	
Personal services*	M						S		P	P	P	P	P	P	P	
Pet services*	M								P	P	P	P	P	P		
Research services*	M								S	S	P	P	P	P	P	
Restaurants (drive-through or fast-food)*	H								S	S	S	S	S	S	S	
Restaurants (general)*	H								P	P	P	P	P	P	P	
Restricted business*	I										S			P	P	§ 410-31.5
Retail services (limited)	M								P	P	P	P	P			
Retail services (medium)	M								P	P	P	P	P			
Retail services (large)*	H								S	S	S	S				
Retail services (mass)*	I									S	S					

ZONING AND SUBDIVISION

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Stables*	M	P	S													
Surplus sales*	I										P		P	P	P	
Trade services*	M								S	S	P	S	P	P	P	
Travel centers	H									S	P		S	P	P	§ 410-31.5
Truck stops	I										S		S	S	P	§ 410-31.5
Veterinary services (general)*	M	S	S						P	P	P	P	P	P	P	
Veterinary services (large animal)	H	S												P	P	
Parking Uses																
Off-street parking*	H								S		P	S		P	P	
Parking structure*	H									S	P	P	P	P	P	
Transportation Uses																
Aviation (general)*	I	S											S	S	P	
Aviation (private)*	M	S	S											S	S	
Railroad facilities*	I											S	S	P	P	
Truck terminal*	H													S	P	
Transportation terminal*	H									S	P	P	P	P	P	
Industrial Uses																
Agricultural industry*	I	S												S	P	
Construction yards*	H													P	P	
Custom manufacturing	M								S	S	P	P	P	P	P	
Data Center*	M									S	S			S	S	§ 410-31.6
Light industry*	M												S	P	P	
General industry*	H													P	P	
Heavy industry*	I														S	
Recycling collection*	M									S	P	S	S	P	P	
Recycling processing*	H										S			P	P	
Resource extraction*	I	S													S	§ 410-31.6
Salvage services*	I	S													S	§ 410-31.6

SEWARD CODE

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Vehicle storage*	H													S	S	§ 410-31.6
Warehousing (enclosed)*	M	S									S	S	P	P	P	
Warehousing (open)*	H													S	P	
Miscellaneous Uses																
<u>Alternative Energy Production Devices</u>	<u>L</u>	<u>S</u>												<u>S</u>	<u>S</u>	
Amateur radio tower	L	P	P	P	P	P	P	P	P	P	P	S	P	P	P	
Communications tower	M	S	S						S		S	S	P	P	P	
Construction batch plant*	H													S	P	
Landfill (nonputrescible)*	H	S													S	§ 410-31.9
Landfill (putrescible)*	I															§ 410-31.9
WECS	L	P	S	S	S	S	S	S	S	S	S	S	P	P	P	§ 410-31.9
Shipping containers	H	P									S		S	P	P	§ 410-31.13

ORDINANCE NO. 2026-7

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION; TO AMEND ATTACHMENT 1 USE MATRIX; 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.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD AS FOLLOWS:

That Chapter 410 of the Municipal Code of the City of Seward is hereby amended as follows:

Section 1. That 410 Attachment 1 Use Matrix is amended as follows:

410 Attachment 1

City of Seward Use Matrix

[Amended 11-20-2018 by Ord. No. 2018-19; 2-8-2019 by Ord. No. 2019-05; 2-19-2019 by Ord. No. 2019-04; 7-16-2019 by Ord. No. 2019-21; 6-16-2020 by Ord. No. 2020-13; 11-17-2020 by Ord. No. 2020-31; 7-6-2021 by Ord. No. 2021-15; 8-17-2021 by Ord. No. 2021-18; 10-4-2022 by Ord. No. 2022-17; 9-16-2025 by Ord. No. 2025-24]

KEY:

- P Permitted by right or by right subject to supplemental regulations
- S Permitted by conditional use permit (§ 410-44.3)
- S(x) Expansion of an existing use is permitted subject to approval of a conditional use permit
- E Permitted by right if lawfully existing on the effective date of this chapter
- Blank Use not permitted in zoning district
- * Use subject to site plan review (§ 410-44.2)

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CB	DB	BP	I-1	I-2	Supplemental Regulations
Agricultural Uses																	
Horticulture	L	P	P														§ 410-31.2
Crop production	L	P	P														§ 410-31.2
Animal production	M	P	P														§ 410-31.2
Confined animal feeding operations	I	S(x)															§§ 410-31.2, 410-31.3
Livestock sales	H	S															
Residential Uses																	
Single-family detached	L	P	P	P	P	P	P	P	P	P	S/E	S/E	E	E	E		
Single-family attached	L			P	P	P	P	P	P	P	S/E	S/E	E	E	E		
Duplex	L			P	P	P	P	P	P	P	S	S	E	E	E		
Two-family*	L			S	S	P	P	S	P	S	S	S					
Townhouse*	L				P	P	P	S	P	P	S	P	E	E	E		
Multiple-family*	M					S	P		P	P	S	P	E	E	E		
Downtown residential*	L								P			P					§ 410-31.3

Commercial Uses																
Agricultural sales/service*	H	S									P		S	P	P	
Auto auction lots*	H										S			P	P	§ 410-31.5
Auto rental/sales*	H								S	P	P	S	P	P		§ 410-31.5
Auto services*	H							S	S	P	P	P	P	P		§ 410-31.5
Aviation maintenance repair*	M									S			P	P		§ 410-31.5
Body repair*	I									P	S	S	P	P		§ 410-31.5
Dog day care	M	S	S					S	S	S	S		S			§ 410-31.5
Equipment rental/sales*	H								S	P	S	S	P	P		§ 410-31.5
Equipment repair*	H									P	S		P	P		§ 410-31.5
Bed-and-breakfast*	L	S	S	S	P	P	P	S	P	P	P	P	S	S	S	§ 410-31.5
Business support services*	M					S		P	P	P	P	P	P	P		
Business/Trade school*	H					S		P	S	P	P	P	P	P		
Campground*	M	S	S							S						§ 410-31.5
Cocktail lounge*	H								S	P	P	P	P	P		
Commercial recreation	H								S	P	P	P	P	P		

Use Types	Impact Rating	AG	R	R	R	R	RM	UC	C-	C-	CBD	BP	I-	I-	Supplemental Regulations
			1	2	3	4			1	2			1	2	
(controlled-impact)*															
Commercial recreation (high-impact)*	H	S								P		S	P	P	
Communication service*	M				S			P	S	P	P	P	P	P	
Construction sales/service*	H									P	S	P	P	P	§ 410-31.5
Consumer service*	M							P	P	P	P	P	P	P	
Convenience storage*	H					S					P	P	P	P	§ 410-31.5
Food sales (convenience)*	H							S	P	P	P	S	P	S	
Food sales (limited)*	L							P	P	P	P	S			
Food sales (general)*	M							S	P	P	P	S	P		
Food sales (supermarkets)*	I								S	P	S				
Funeral service*	M			S	S	P		P	P	P	P	P	P	P	
Gaming facilities*	H								S	P	P		P	P	
Kennels*	M	S	S							S			P	P	§ 410-31.5
Laundry services*	H									P	P	P	P	P	
Liquor sales*	H								S	P	P		P		
Lodging*	H							S	S	P	P	P			
Personal improvement	M					S		P	P	P	P	P	P	P	
Personal services*	M					S		P	P	P	P	P	P	P	
Pet services*	M							P	P	P	P	P	P		
Research services*	M							S	S	P	P	P	P	P	
Restaurants (drive-through or fast-food)*	H							S	S	S	S	S	S	S	
Restaurants (general)*	H							P	P	P	P	P	P	P	
Restricted business*	I									S			P	P	§ 410-31.5
Retail services (limited)	M							P	P	P	P	P			

Retail services (medium)	M										P	P	P	P	P			
Retail services (large)*	H										S	S	S	S				
Retail services (mass)*	I											S	S					

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CB	DB	BP	I-1	I-2	Supplemental Regulations
Stables*	M	P	S														
Surplus sales*	I										P			P	P	P	
Trade services*	M								S	S	P	S		P	P	P	
Travel centers	H									S	P			S	P	P	§ 410-31.5
Truck stops	I										S			S	S	P	§ 410-31.5
Veterinary services (general)*	M	S	S						P	P	P	P		P	P	P	
Veterinary services (large animal)	H	S													P	P	
Parking Uses																	
Off-street parking*	H								S		P	S			P	P	
Parking structure*	H									S	P	P		P	P	P	
Transportation Uses																	
Aviation (general)*	I	S												S	S	P	
Aviation (private)*	M	S	S												S	S	
Railroad facilities*	I											S		S	P	P	
Truck terminal*	H														S	P	
Transportation terminal*	H									S	P	P		P	P	P	
Industrial Uses																	
Agricultural industry*	I	S													S	P	
Construction yards*	H														P	P	
Custom manufacturing	M								S	S	P	P		P	P	P	
Data Center*	M									S	S				S	S	§ 410-31.6
Light industry*	M													S	P	P	
General industry*	H														P	P	
Heavy industry*	I															S	
Recycling collection*	M									S	P	S		S	P	P	
Recycling processing*	H										S				P	P	
Resource extraction*	I	S													S		§ 410-31.6
Salvage services*	I	S													S		§ 410-31.6

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CB	DB	BP	I-1	I-2	Supplemental Regulations
Vehicle storage*	H														S	S	§ 410-31.6
Warehousing (enclosed)*	M	S									S	S		P	P	P	
Warehousing (open)*	H														S	P	
Miscellaneous Uses																	
<u>Alternative Energy Production Devices</u>	<u>L</u>	<u>S</u>													<u>S</u>	<u>S</u>	
Amateur radio tower	L	P	P	P	P	P	P	P	P	P	P	S		P	P	P	
Communications tower	M	S	S						S		S	S		P	P	P	

Construction batch plant*	H															S	P	
Landfill (nonputrescible)*	H	S															S	§ 410-31.9
Landfill (putrescible)*	I																	§ 410-31.9
WECS	L	P	S	S	S	S	S	S	S	S	S	S	S	P	P	P		§ 410-31.9
Shipping containers	H	P										S		S	P	P		§ 410-31.13

SECTION 2. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. WHEN OPERATIVE; PUBLICATION IN PAMPHLET FORM. This ordinance shall be published in pamphlet form and shall be in full force from and after its passage, approval and publication or posting as required by law.

Dated this _____ day of _____, 2026

CITY OF SEWARD, NEBRASKA

 Joshua Eickmeier, Mayor

ATTEST: _____
 Derek Bargmann, City Clerk

3. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Identified as Lot 1, Deer Hills from 'AG - Agricultural District' to 'RR - Rural Residential District' - Building/Zoning & Code Enf. Director Dworak

City of Seward Planning Commission

142 N 7th St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-4000

APPLICATION TYPE

Rezone

FINAL ACTION?

DEVELOPER/OWNER

HBH Farms, Tim Hughes

PC HEARING DATE

May 11, 2026

RELATED APPLICATIONS

Minor Plat

PROPERTY ADDRESS, ZONING DISTRICT/USE

PID 800102916, AG, Agriculture

ADJACENT ZONING DISTRICTS/USE:

North, RR, Residential – David & Jeanne Dryburgh, Jeff & Kirsten Volzke

East, AG, Agricultural – HBH Farms LLC, Sid & Karrol Beckler

South, AG, Agricultural – HBH Farms LL

West, RR, Residential – Mark & Teresa Heidemann

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from AG (Agriculture) to RR (Rural Residential District) for purposes of creating a rural residential lot.



APPLICATION CONTACT

Tim Hughes, [REDACTED]

1966 308th Rd, Staplehurst, NE 68439-8825

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The plat complies with ULDO 410-38.3 requirements for a Minor plat and the Comprehensive Plan.

ANALYSIS

Applicant is requesting a rezone from AG-Agricultural District to RR – Rural Residential District. A minor plat is subdividing a parcel of land to separate an existing residence from agricultural land. The parcel meets zoning requirements of rural residential.

The current property is located outside the city limits of the City of Seward but is within the Extra Territorial Jurisdiction (ETJ) of the City of Seward.

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

APPROXIMATE LAND AREA:

5.01 Acres or 218235.6 Square Feet +/-

LEGAL DESCRIPTION:

A DESCRIPTION OF A 5.01 ACRE TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE IN AN EASTERLY DIRECTION ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15 AN ASSUMED BEARING OF N89°57'42"E , FOR A DISTANCE OF 45.46 FEET; THENCE S00°02'18"E, FOR A DISTANCE OF 43.00 FEET TO THE NORTHEAST CORNER OF AN EXISTING 4.96 ACRE TRACT OF LAND; THENCE CONTINUING S00°02'18"E, FOR A DISTANCE OF 331.07 FEET TO THE SOUTHEAST CORNER OF SAID 4.96 ACRE TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S00°02'18"E, FOR A DISTANCE OF 385.33 FEET; THENCE S89°57'42"W, FOR A DISTANCE OF 567.55 FEET TO AN EASTERLY LINE OF LOT 3, PLUM CREEK ACRES; THENCE N00°21'39"E ON AN EASTERLY LINE OF SAID LOT 3, FOR A DISTANCE OF 385.55 FEET TO AN EASTERLY CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID 4.96 ACRE TRACT; THENCE N89°59'00"E ON THE SOUTH LINE OF SAID 4.96 ACRE TRACT, FOR A DISTANCE OF 564.87 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 5. 01 ACRES MORE OR LESS. (PID 800102916)

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director



Request for Amendment to the Unified Land Development Ordinance

Date: 4/13/20 Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: _____ = Amount Due: \$300

Applicant: Tim Hughes Address: _____

Phone: _____ Email: _____

I wish to Build Alter Buildings/
Structures Change the Use of Land or Structures Premise Address: _____

Legal Description: Lot 1 Deer Hills

The following change in the Unified Land Development ordinance is hereby requested:

Change in zoning of the subject property from its present classification: AG

To the following proposed zoning classification: RR

Amend the text or district regulations as follows: _____

To permit the following improvement or use: _____

The applicant shall furnish a plat of the area containing the property for which a zoning change is sought and including all the lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section _____ of the _____ Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

Applicate Signature:  _____

LEGEND

- = FD. MONUMENT AS NOTED
- ⊕ = SECTION CORNER AS NOTED IN TIES
- △ = CALCULATED POINT
- = SET 5/8"x24" REBAR W/ 867 PLASTIC CAP
- M = MEASURED DISTANCE
- D = DEED DISTANCE
- P = PLAT DISTANCE

N1/4 COR SEC 15-11-3E
 Found 1" Brass Plug
 N 53.28' to 1" Iron Pipe
 N 43.75' to Spike in 12" Cottonwood
 ESE 120.42' to Mag Nail in Power Pole
 WNW 101.74' to Nail in Stub PP/Gate Post

N1/16 COR NE 1/4 SEC 15-11-3E
 Found Chiseled "X" in Concrete
 N 53.00' to Capped Rebar
 N 52.04' to Capped Rebar
 SSE 35.48' to 5/8" Rebar
 SW 27.01' to Chiseled "X" in Curb

NE COR SEC 15-11-3E
 Found 1" Brass Plug
 NW 67.31' to Nail in Top of Corner Fence Post
 NNW 62.51' to Capped Rebar
 N 53.00' to Chiseled "X" in Concrete
 SW 55.51' to Nail and Disk in Power Pole

DEER HILLS

A 5.01 ACRE TRACT LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA
MINOR PLAT

SURVEYOR'S CERTIFICATION

I, Walker Reed Johnson, Nebraska Licensed Land Surveyor No. 867, duly licensed under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat of "Deer Hills"; that said plat is a true delineation of said survey performed personally; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct, and in accordance with the Land Surveyors Regulation Act in effect at the time of this survey. All dimensions in feet and decimals of a foot.

Signed this _____ day of _____, 2026

Walker Reed Johnson LS-867

LEGAL DESCRIPTION

A description of a 5.01 acre tract of land located in the Northeast Quarter of Section 15, Township 11 North, Range 3 East of the 6th Principal Meridian, Seward County, Nebraska, and more particularly described as follows:
 Referring to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 15; thence in an Easterly direction on the North line of the Northeast Quarter of the Northeast Quarter of said Section 15 an assumed bearing of N89°57'42"E, for a distance of 45.46 feet; thence S00°02'18"E, for a distance of 43.00 feet to the Northeast corner of an existing 4.96 acre tract of land; thence continuing S00°02'18"E, for a distance of 331.07 feet to the Southeast corner of said 4.96 acre tract, said point also being the **POINT OF BEGINNING**; thence continuing S00°02'18"E, for a distance of 385.33 feet; thence S89°57'42"W, for a distance of 567.55 feet to an Easterly line of Lot 3, Plum Creek Acres; thence N00°21'39"E on an Easterly line of said Lot 3, for a distance of 385.55 feet to an Easterly corner of said Lot 3, said point also being on the South line of said 4.96 acre tract; thence N89°59'00"E on the South line of said 4.96 acre tract, for a distance of 564.87 feet to the **POINT OF BEGINNING** and containing a calculated area of 5.01 acres more or less.
 Subject to any and all easements and restrictions of record.

APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION

This minor plat of "Deer Hills" has been submitted to and approved by the Seward Planning Commission.

Signed this _____ day of _____, 2026

Chair, Planning Commission

Attest: _____
 Secretary of the Seward Planning Commission

APPROVAL OF THE CITY OF SEWARD ZONING ADMINISTRATOR

This minor plat of "Deer Hills" has been submitted to and approved by the Seward Zoning Administrator.

Signed this _____ day of _____, 2026

Seward Zoning Administrator

REGISTER OF DEEDS CERTIFICATE

State of Nebraska
 S.S.
 County of Seward

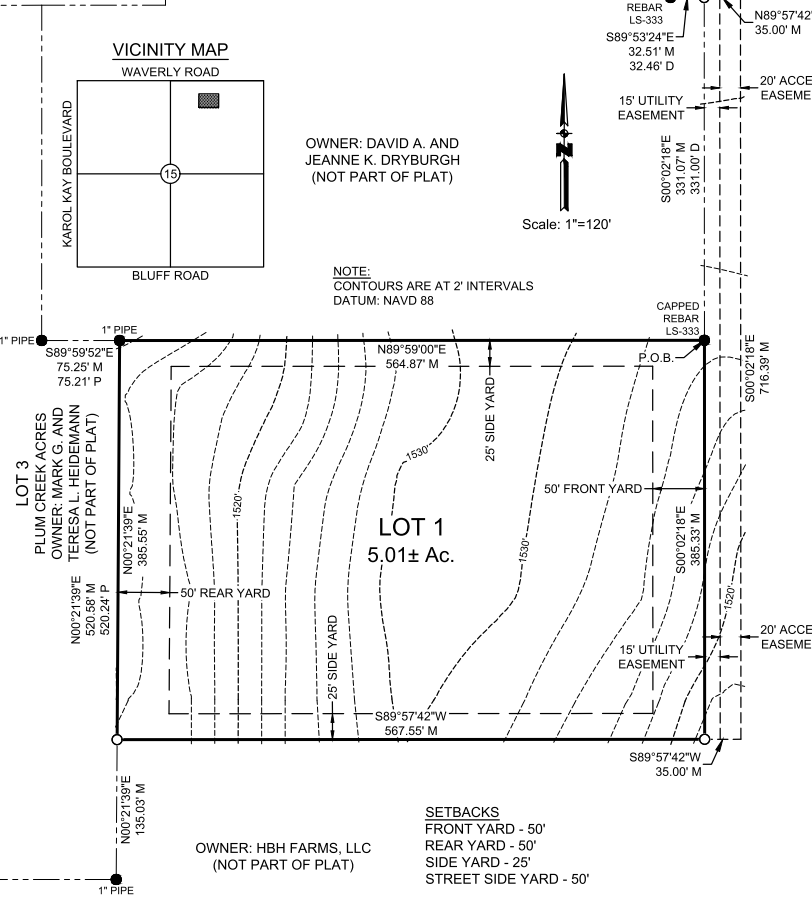
This is to certify that this instrument was filed for record in the register of deeds office.

Date: _____ Time: _____ Drawer No. _____ Fee: _____

Instrument No. _____ Register of Deeds



ALLIED SURVEYING AND MAPPING
 8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512
 Phone (402) 434-2686
 Project No. 2026-0006



OWNER'S CERTIFICATION

I the undersigned, Timothy J. Hughes, Manager of HBH Farms, LLC, owner of the real estate shown and described herein, do hereby certify that I have laid out, platted, and subdivided, said real estate in accordance with this plat.
 This subdivision shall be known and designated as "Deer Hills", a part of the Northeast Quarter of Section 15, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska.
 Clear title to the land in this plat guaranteed.

Witness my Hand this _____ day of _____, 2026

Timothy J. Hughes, Manager of HBH Farms, LLC

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska
 S.S.
 County of Seward

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Timothy J. Hughes, Manager of HBH Farms, LLC, and each separately and severally acknowledges the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my Hand and Notarial Seal this _____ day of _____, 2026

Notary Public

ORDINANCE NO. 2026-8

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF WAVERLY ROAD AND WEST OF 252ND ROAD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. PROPERTY REZONED. The following described property located within the Two-Mile Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "AG Agricultural District", to "RR Rural Residential District" to wit:

A DESCRIPTION OF A 5.01 ACRE TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE IN AN EASTERLY DIRECTION ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15 AN ASSUMED BEARING OF N89°57'42"E , FOR A DISTANCE OF 45.46 FEET; THENCE S00°02'18"E, FOR A DISTANCE OF 43.00 FEET TO THE NORTHEAST CORNER OF AN EXISTING 4.96 ACRE TRACT OF LAND; THENCE CONTINUING S00°02'18"E, FOR A DISTANCE OF 331.07 FEET TO THE SOUTHEAST CORNER OF SAID 4.96 ACRE TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S00°02'18"E, FOR A DISTANCE OF 385.33 FEET; THENCE S89°57'42"W, FOR A DISTANCE OF 567.55 FEET TO AN EASTERLY LINE OF LOT 3, PLUM CREEK ACRES; THENCE N00°21'39"E ON AN EASTERLY LINE OF SAID LOT 3, FOR A DISTANCE OF 385.55 FEET TO AN EASTERLY CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID 4.96 ACRE TRACT; THENCE N89°59'00"E ON THE SOUTH LINE OF SAID 4.96 ACRE TRACT, FOR A DISTANCE OF 564.87 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 5. 01 ACRES MORE OR LESS. ALSO KNOWN AS DEER HILLS MINOR PLAT.

Section 2. USES PERMITTED. Uses permitted by the ordinance of the City of Seward, Nebraska for "Rural Residential District" are hereby and herein authorized for said area and land described in Section 1 of this ordinance.

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended, and it is ordered that the above described land shall now be shown as "RR Rural Residential District."

Section 4. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication or posting as provided by law and city ordinance.

Passed and approved this _____ day of _____, 2026.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of an Ordinance to Amend City Code 382-3.35, Speed Limits on U.S. Highway No. 34 and Nebraska State Highway No. 15 - City Administrator Butcher

May 4, 2026

Derek Bargmann, City Clerk / HR Director
City of Seward
537 Main Street
Seward, NE 68434

Dear Mr. Bargmann:

As per our conversation, the Nebraska Department of Transportation (NDOT) would like to update our documentation for the speed zones on US-34 and N-15 in and near Seward. Changes are being proposed to the speed limits along N-15.

For NDOT to proceed with a new Authorization, a new Ordinance is requested from the Village. The proposed plat, existing plat, and existing Ordinance are attached. Proposed wording of the new Ordinance is as follows:

Speed Limits on U.S. Highway No. 34. No person shall operate a motor vehicle within the City limits on U.S. Highway No. 34 at a rate of speed in excess of the following limits:

1. Beginning at the west corporate limits, 260 feet west of the Big Blue River bridge, 50 miles per hour to 530 feet west of 14th Street.
2. 40 miles per hour from 530 feet west of 14th Street to the BNSF railroad crossing.
3. 35 miles per hour from the BNSF railroad crossing to 8th Street.
4. 25 miles per hour from 8th Street to 4th Street.
5. 35 miles per hour from 4th Street to 210 feet east of Bemis Drive.
6. 45 miles per hour from 210 feet east of Bemis Drive to 370 feet east of Crooked Mile Road.

Speed Limits on Nebraska State Highway No. 15. No person shall operate a motor vehicle within the City limits on Nebraska State Highway No. 15 at a rate of speed in excess of the following limits:

1. 55 miles per hour from 580 feet north of Fletcher Road to 630 feet north of the bridge over the BNSF railroad.
2. 50 miles per hour from 630 feet north of the bridge over the BNSF railroad to 320 feet south of the BNSF railroad crossing.
3. 35 miles per hour from 320 feet south of the BNSF railroad crossing to South Street.
4. 25 miles per hour from South Street to Roberts Street.
5. 35 miles per hour from Roberts Street to 260 feet north of Pinewood Avenue.

Vicki Krarner, Director

Department of Transportation

MAILING ADDRESS
PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS
1500 Nebraska Parkway
Lincoln, NE 68502

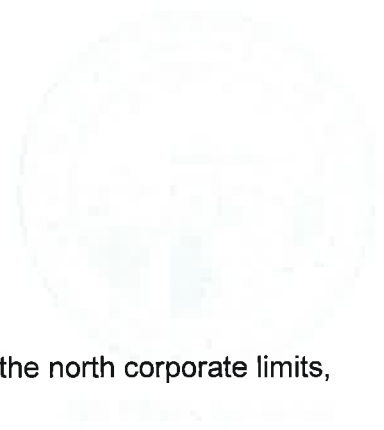
PHONE 402-471-4567
EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



6. 55 miles per hour from 260 feet north of Pinewood Avenue to the north corporate limits, Waverly Road.

If you have any questions, please feel free to call me at (402)-479-4594 or by email.

Sincerely,

Scott Milliken, P.E.
Nebraska Department of Transportation
Traffic Engineering Division
scott.milliken@nebraska.gov

cc: Brandon Varilek, District 1 Engineer - electronic

Vicki Krarner, Director

Department of Transportation

MAILING ADDRESS

PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Nebraska Parkway
Lincoln, NE 68502

PHONE 402-471-4567

EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov



ORDINANCE NO. 7-08

AN ORDINANCE TO AMEND SECTION 5-341 OF THE SEWARD CITY CODE RELATING TO SPEED LIMITS; TO AMEND SPEED LIMITS ON U.S. HIGHWAY 34 AND NEBRASKA HIGHWAY 15; 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. Amendment. That Section 5-341 of the City Code of the City of Seward, Nebraska is hereby amended to read as follows:

§5-341 SPEED LIMITS ESTABLISHED; U.S. HIGHWAY 34 AND NEBRASKA HIGHWAY 15.

A. Speed Limits on U.S. Highway No. 34. No person shall operate a motor vehicle within the City on U.S. Highway No. 34 at a rate in excess of the following limits:

1. Beginning at the west corporate limits, 50 miles per hour to 500 feet west of 14th Street.
2. 40 miles per hour from 500 feet west of 14th Street to the BNSF railroad crossing.
3. 35 miles per hour from the BNSF railroad crossing to 8th Street.
4. 25 miles per hour from 8th Street to 4th Street.
5. 35 miles per hour from 4th Street to 100 feet east of Bemis Drive.
6. 45 miles per hour from 100 feet east of Bemis Drive to 1320 feet east of the east end of the Plum Creek Bridge.

B. Speed Limits on Nebraska State Highway No. 15. No person shall operate a motor vehicle within said city on Nebraska State highway No. 15 at a rate of speed in excess of the following limits:

1. 55 miles per hour from 600 feet north of Fletcher road to 1000 feet south of Izaak Walton Road.
2. 50 miles per hour from 1000 feet south of Izaak Walton road to 400 feet south of Ash Street.
3. 30 miles per hour from 400 feet south of Ash Street to Main Street
4. 25 miles per hour from Main Street to Roberts Street.
5. 35 miles per hour from Roberts Street to 290 feet north of Hillcrest Drive.
6. 40 miles per hour from 290 feet north of Hillcrest Drive to 300 feet north of Pinewood Avenue.
7. 55 miles per hour from 300 feet north of Pinewood Avenue to 500 feet north of Graham Park Drive.


Section 2. Repeal. That Ordinance No. 16-07 and any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this ordinance in conflict with its provision is hereby repealed.

Section 3. Pamphlet form; publication; when operative. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication or posting as required by law and city ordinance.

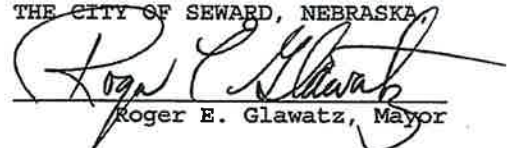
Passed and approved this 15th day of April, 2008.

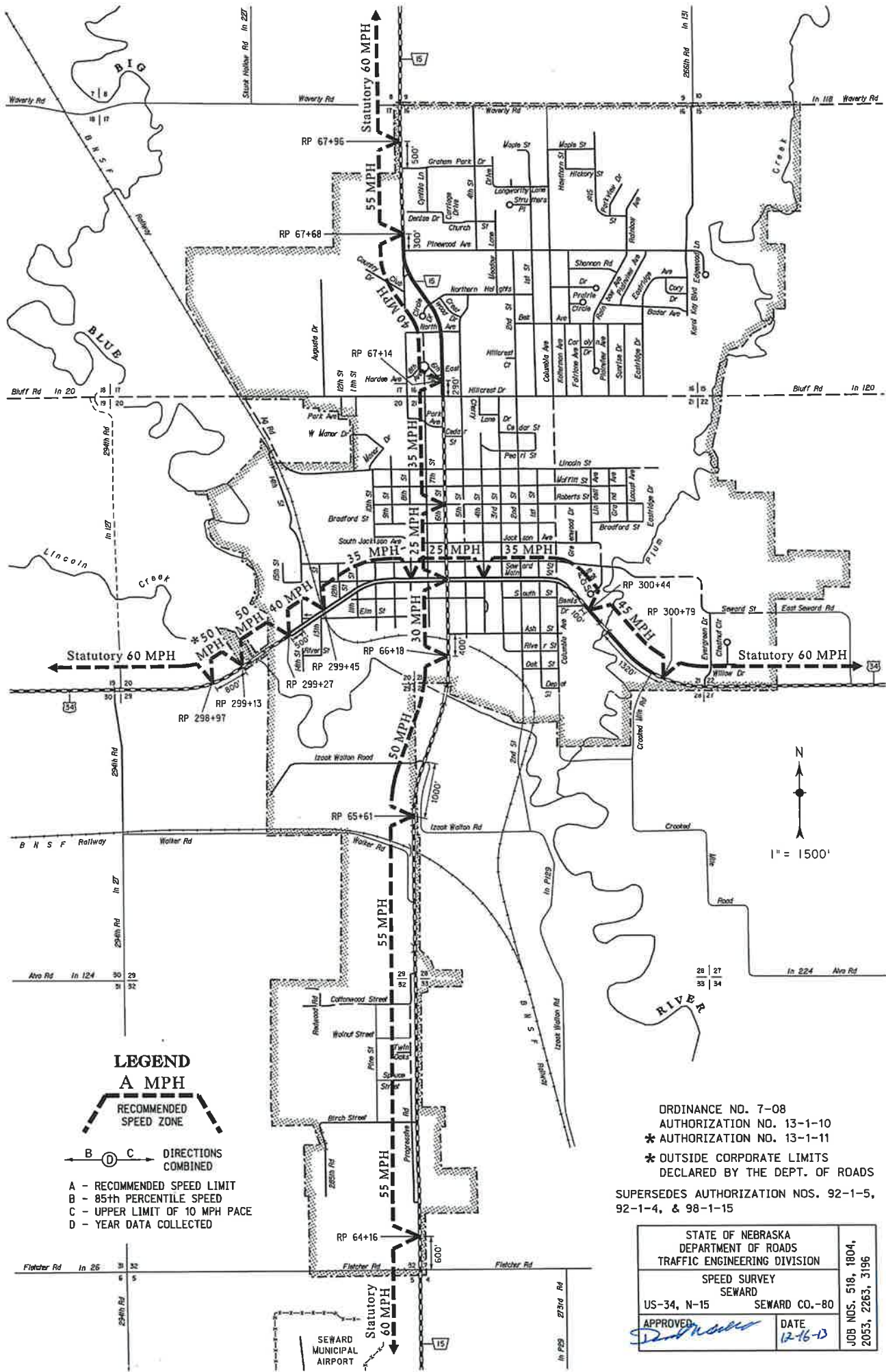
ATTEST:




Debra Schaefer
Administrator/Assistant/
Clerk-Treasurer

THE CITY OF SEWARD, NEBRASKA


Roger E. Glawatz, Mayor



LEGEND

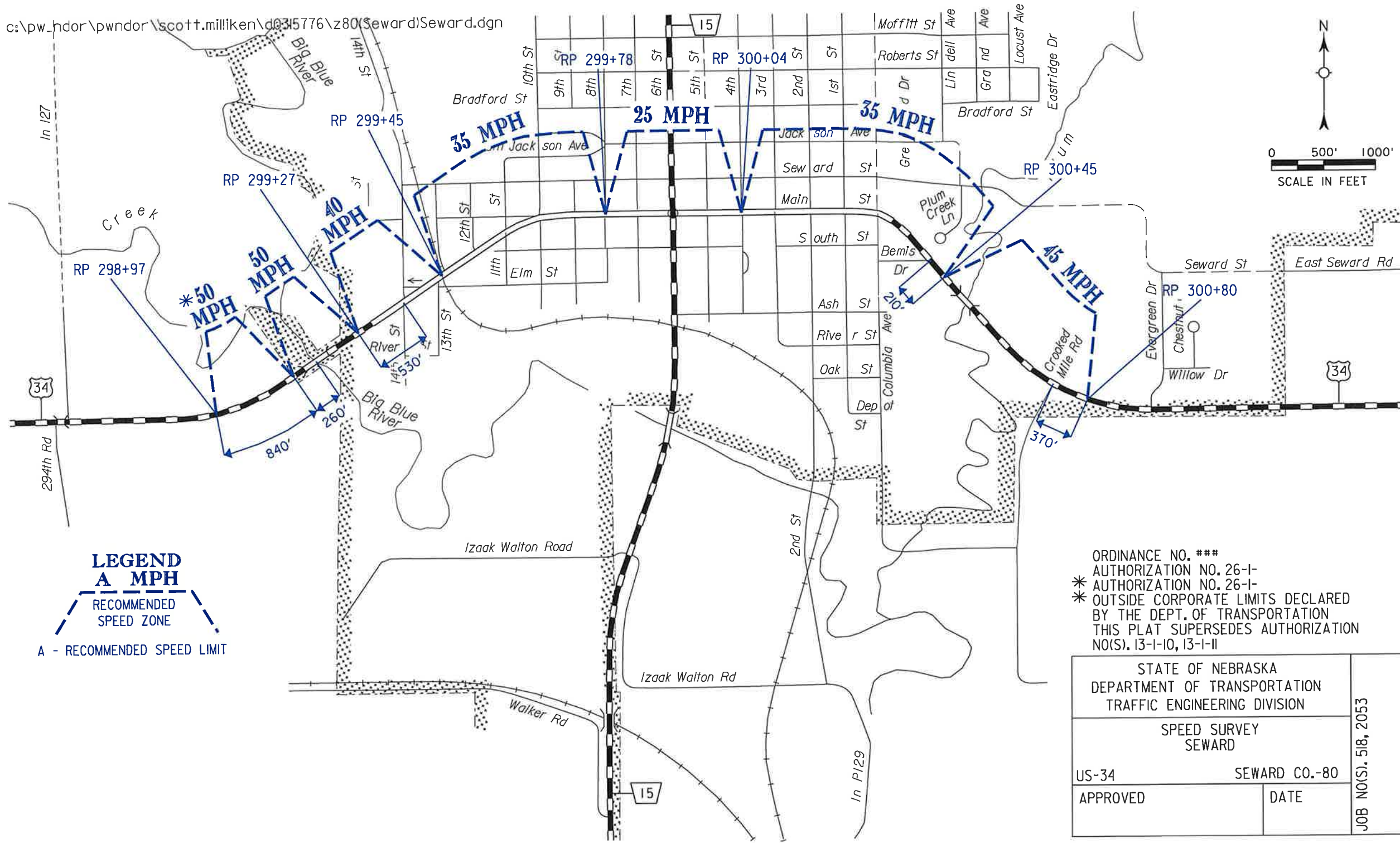
A MPH
 RECOMMENDED
 SPEED ZONE

B **C**
 DIRECTIONS
 COMBINED

A - RECOMMENDED SPEED LIMIT
 B - 85th PERCENTILE SPEED
 C - UPPER LIMIT OF 10 MPH PACE
 D - YEAR DATA COLLECTED

ORDINANCE NO. 7-08
 AUTHORIZATION NO. 13-1-10
 * AUTHORIZATION NO. 13-1-11
 * OUTSIDE CORPORATE LIMITS
 DECLARED BY THE DEPT. OF ROADS
 SUPERSEDES AUTHORIZATION NOS. 92-1-5,
 92-1-4, & 98-1-15

STATE OF NEBRASKA DEPARTMENT OF ROADS TRAFFIC ENGINEERING DIVISION		JOB NOS. 518, 1804, 2053, 2263, 3196
SPEED SURVEY SEWARD		
US-34, N-15	SEWARD CO.-80	
APPROVED <i>[Signature]</i>	DATE 12-16-13	

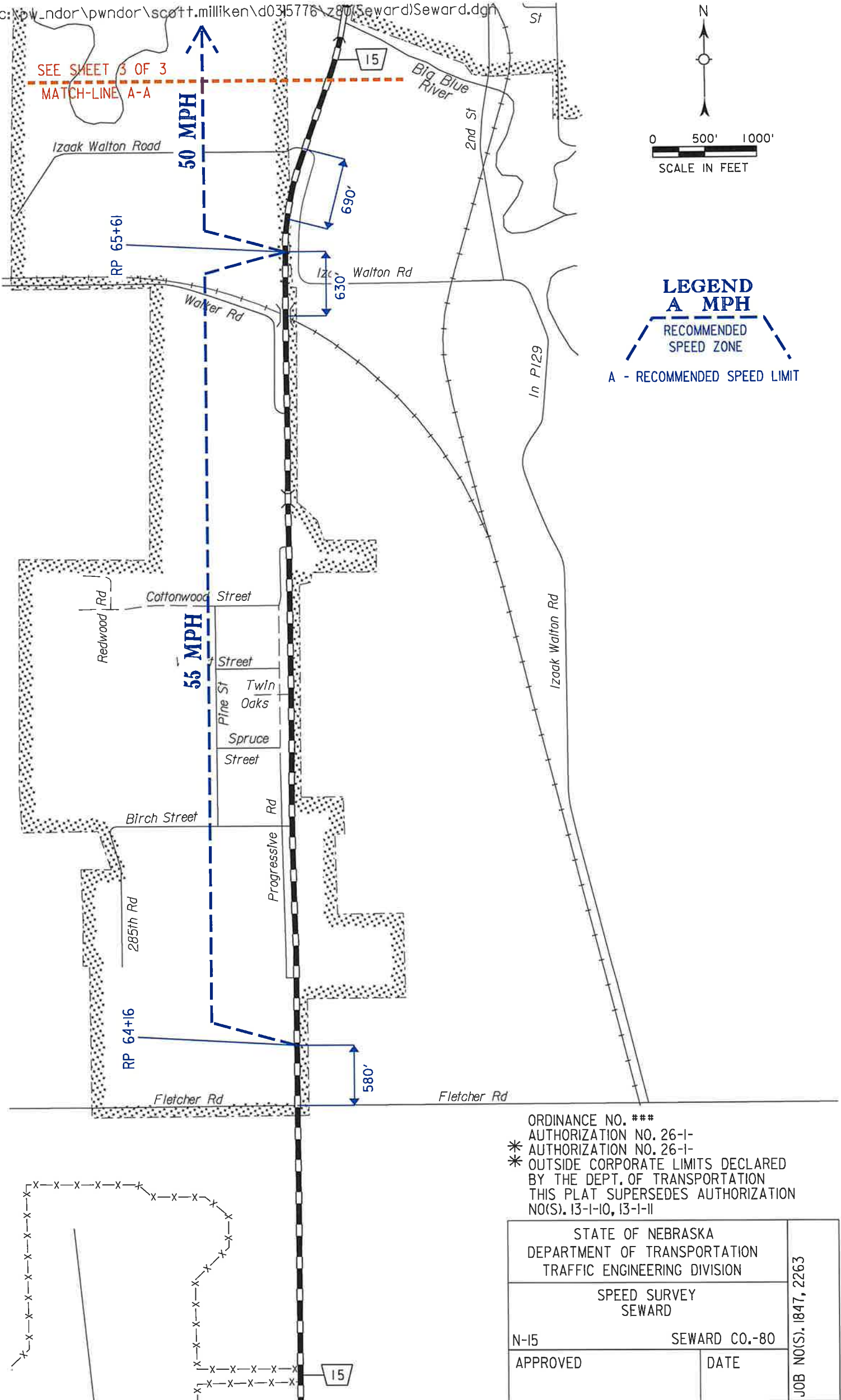


LEGEND

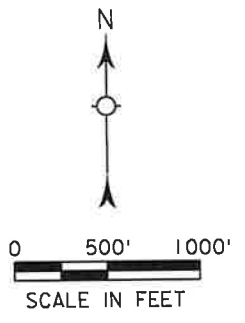
- A MPH**
- RECOMMENDED SPEED ZONE
- A - RECOMMENDED SPEED LIMIT

ORDINANCE NO. ***
 AUTHORIZATION NO. 26-1-
 * AUTHORIZATION NO. 26-1-
 * OUTSIDE CORPORATE LIMITS DECLARED
 BY THE DEPT. OF TRANSPORTATION
 THIS PLAT SUPERSEDES AUTHORIZATION
 NO(S). 13-1-10, 13-1-11

STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION TRAFFIC ENGINEERING DIVISION		JOB NO(S). 518, 2053
SPEED SURVEY SEWARD		
US-34	SEWARD CO.-80	
APPROVED	DATE	



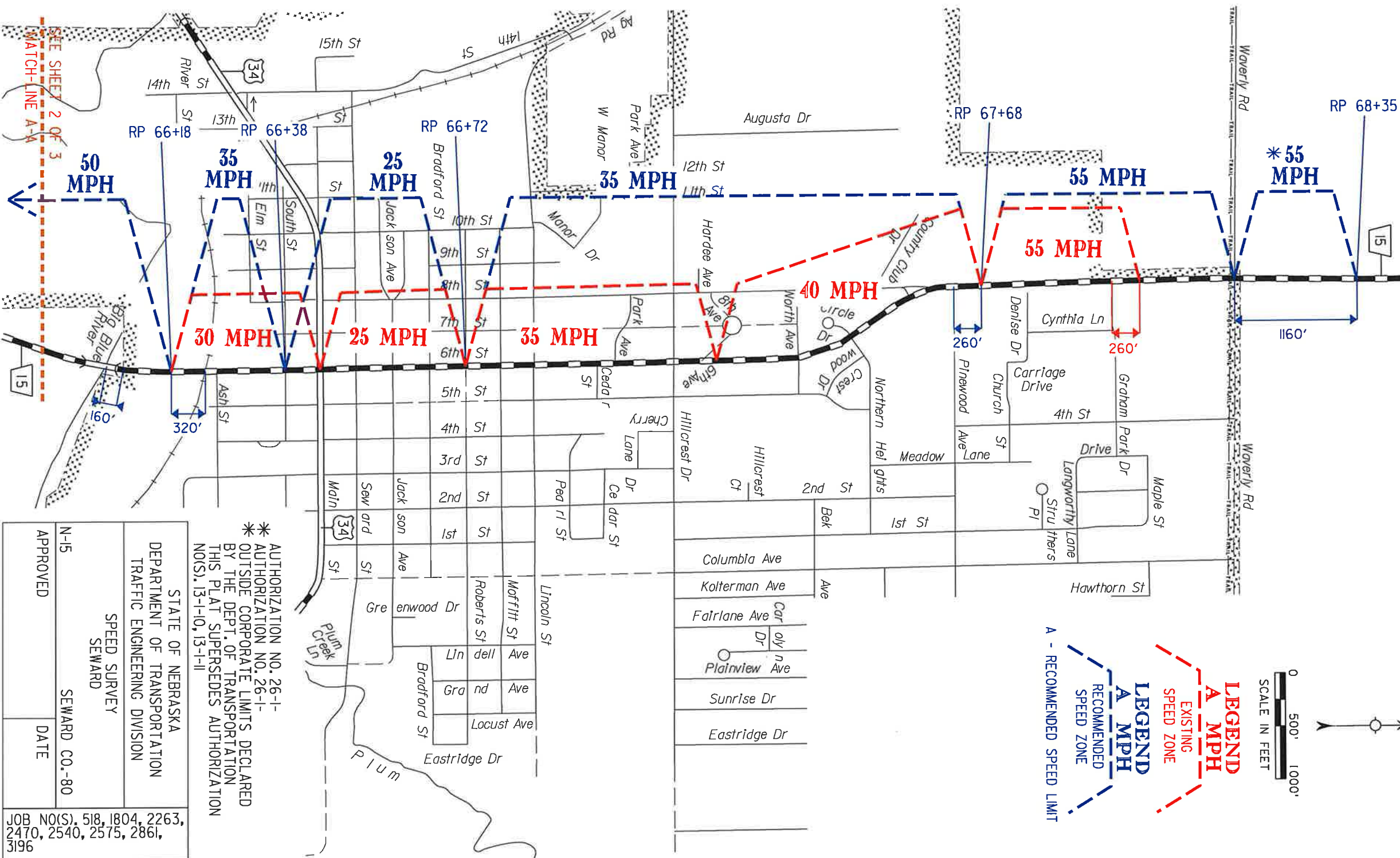
SEE SHEET 3 OF 3
MATCH-LINE A-A



LEGEND
A MPH
RECOMMENDED
SPEED ZONE
A - RECOMMENDED SPEED LIMIT

ORDINANCE NO. ***
AUTHORIZATION NO. 26-1-
* AUTHORIZATION NO. 26-1-
* OUTSIDE CORPORATE LIMITS DECLARED
BY THE DEPT. OF TRANSPORTATION
THIS PLAT SUPERSEDES AUTHORIZATION
NO(S). 13-1-10, 13-1-11

STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION TRAFFIC ENGINEERING DIVISION		JOB NO(S). 1847, 2263
SPEED SURVEY SEWARD		
N-15	SEWARD CO.-80	
APPROVED	DATE	



LEGEND
A MPH
 EXISTING SPEED ZONE

LEGEND
A MPH
 RECOMMENDED SPEED ZONE

A - RECOMMENDED SPEED LIMIT

AUTHORIZATION NO. 26-1-
 * AUTHORIZATION NO. 26-1-
 * OUTSIDE CORPORATE LIMITS DECLARED
 BY THE DEPT. OF TRANSPORTATION
 THIS PLAT SUPERSEDES AUTHORIZATION
 NO(S). 13-1-10, 13-1-11

STATE OF NEBRASKA	
DEPARTMENT OF TRANSPORTATION	
TRAFFIC ENGINEERING DIVISION	
SPEED SURVEY	
SEWARD	
N-15	SEWARD CO.-80
APPROVED	DATE
JOB NO(S). 518, 1804, 2263, 2470, 2540, 2575, 2861, 3196	

ORDINANCE NO. 2026-9

AN ORDINANCE TO AMEND SECTION 382-3.35 OF THE SEWARD CITY CODE RELATING TO SPEED LIMITS; TO AMEND SPEED LIMITS ON U.S. HIGHWAY 34 AND NEBRASKA HIGHWAY 15; 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 COUNCIL OF THE CITY OF SEWARD AS FOLLOWS:

Section 1. That 382-3.35 of the Municipal Code of the City of Seward is hereby amended as follows:

- A. Speed Limits on U.S. Highway No. 34. No person shall operate a motor vehicle within the City on U.S. Highway No.34 at a rate in excess of the following limits:
1. Beginning at the west corporate limits, 260 feet west of the Big Blue River Bridge, 50 miles per hour to 530 feet west of 14th Street.
 2. 40 miles per hour from 530 feet west of 14th Street to the BNSF railroad crossing.
 3. 35 miles per hour from the BNSF railroad crossing to 8th Street.
 4. 25 miles per hour from 8th Street to 4th Street.
 5. 35 miles per hour from 4th Street to 210 feet east of Bemis Drive.
 6. 45 miles per hour from 210 feet east of Bemis Drive to 370 feet east of Crooked Mile Road.
- B. Speed Limits on Nebraska State Highway No. 15. No person shall operate a motor vehicle within said city on Nebraska State highway No. 15 at a rate of speed in excess of the following limits:
1. 55 miles per hour from 580 feet north of Fletcher road to 630 feet north of the bridge over the BNSF railroad.
 2. 50 miles per hour from 630 feet north of the bridge over the BNSF railroad to 320 feet south of the BNSF railroad crossing.
 3. 35 miles per hour from 320 feet south of the BNSF railroad crossing to South Street.
 4. 25 miles per hour from South Street to Roberts Street.
 5. 35 miles per hour from Roberts Street to 260 feet north of Pinewood Avenue.
 6. 55 miles per hour from 260 feet north of Pinewood Avenue to the north corporate limits, Waverly Road.

Section 2. REPEAL. Repeals Ordinance 7-08 and all remaining ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Dated this 2nd day of June, 2026.

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

2. Consideration of an Amendment (#3) to the Employee Handbook Dated August 15, 2023, Adding Sections 4.4.1b & 3.8.5 - City Clerk Bargmann



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

Date: June 2, 2026

To: *Mayor Eickmeier and City Council*

From: *HR Director Bargmann*

Re: **Employee Handbook Review – Amendment #3**

Recently we were presented with a few items that were not defined in our handbook: 1). How to compensate employees who deploy for mutual aid; 2). How to compensate employees who serve as election workers.

3.8.5 Mutual Aid

This is an addition to the handbook as it was not previously addressed. Using local industry examples, this policy has been reviewed with City Administrator Butcher and the Electric Department. Employees who deploy do so voluntarily and will be compensated by the City in such a way: regular rate on the way to mutual aid site; double-time rate while in service. It is expected the City will be reimbursed for labor costs either by the requesting entity or by the state or federal government.

4.4.1b Election Workers

This is an addition to the handbook as it was not previously addressed. Employees are protected from loss of pay or leave under Nebraska Revised Statute 32-241. The City has now established a stance that an employee in this status will be paid eight hours at their normal rate and treated as administrative leave.

The following items were not brought in front of the Personnel, Finance & Audit Committee as we felt it was necessary to establish an official City policy in an expeditious manner since these were recent items that needed to be addressed. We do not expect either case to be a common occurrence.

3.8.5 Mutual Aid

It shall be at the discretion of the Department Head, after consultation with the City Administrator, to determine the number of employees, and which employees will be assigned to do mutual aid work. Mutual aid work shall be voluntary and those who have volunteered shall only be considered for the assignment in question. Only full-time employees shall be eligible to volunteer for a mutual aid assignment.

Each employee deployed for mutual aid shall be paid his or her normal hourly base rate, or the applicable overtime rate, for all the hours in which the employee is traveling to and from the department shop to the mutual aid site. The hours of travel route to and from the mutual aid site shall be determined at the sole discretion of the City. Once the employee(s) reach the location of the mutual aid assignment, all hours worked until completion of work or release by requesting entity shall be paid at the double time rate.

Employees deployed for this purpose shall be allowed three meal allowances a day at the GSA rate, unless the host provides meals. An employee shall be provided with a compensated meal break.

4.4 Other Granted Paid Leave:

4.4.1 Administrative Leave:

In limited instances, the City Administrator may grant subordinate employees paid administrative leave, which will not require a leave request. A few of the qualifying instances are described below:

4.4.1a. Court and/or Jury Duty:

To be granted administrative leave for this reason, an employee must present to the Human Resource Director an original summons or court subpoena and at the conclusion of service, a certified statement of the Clerk of Court confirming the start and end date.

- An employee who is required to serve as a juror or as a witness in a federal, state, county, police, or municipal court or as a litigant in a case resulting directly from the discharge of the employee's duties shall be granted leave with pay to serve in that capacity.
- An employee involved in court as an expert witness (not related to their duties as an employee) or in a personal case, either as a plaintiff or as a defendant shall not be granted administrative leave with pay. Instead, the employee's absence shall be deducted from their earned compensatory, personal, vacation leave. If all sources of earned leave, an employee may request a voluntary leave of absence without pay as specified in **Section 4.5.1**.
- Pay received from the court for such duty shall be given to the City Treasurer. Expense reimbursement shall be kept by the employee.

4.4.1b. Election Worker:

Employees shall be allowed the opportunity to serve as an election worker if sufficient prior notice is provided to the HR Director. An employee in this status shall not be required to utilize accrued leave but instead will be paid at his/her normal pay rate for eight hours, classified as administrative leave. The City shall comply with Nebraska Revised Statute 32-241.

4.4.1b1c. Due to Emergency Closure of City offices:

- During regular City office hours: When an emergency condition necessitates the closing of a facility, the Mayor and/or City Administrator may make a determination as to whether a cancellation of work and facility closing is necessary. Facility closures may be site specific or City wide depending on the nature of the emergency. Employees may be assigned to other locations for work or be placed in a 'work from home' status. Depending on the nature of the emergency, employees may be required to work during the emergency condition at the direction of the Department Head or City Administrator. Employees will be required to provide their Department Head with a phone number and location where they can be contacted should the emergency condition end and work can be resumed. During the closure of City offices, reporting employees (employees using earned leave are excluded) may be placed on "leave-with-pay" status. Employees who report to work but leave prior to the time the facility is officially closed, who cannot be contacted or are unable to return to work should the facility reopen, will be paid only for actual hours worked. They will be required to either make up the time absent from work or charge such time absent from work to accrued vacation, personal, or compensatory time leave. If a non-exempt employee does not have accrued vacation, personal, or compensatory time leave and is not able to make up that time during the same pay period, their work absence will be treated as unpaid leave.

In addition to their regular pay, employees who are required to work in the elements during an emergency closure (ex: snow removal, police, etc.) shall accrue one (1) compensatory hour for each hour worked during their regular shift. Hours worked subsequent to an employee's regular shift will be subject to normal overtime rules (**See Section 3.7.2**) or 'call back' (**See Section 3.8.3**). Only regular full-time and regular part-time employees shall be placed in a "leave-with-pay" status. During an emergency closure, part-time employees and seasonal employees shall not report to duty and shall not be compensated in any way for time not actually worked.

- Closure for more than one business day: In the event an emergency causes a City facility to be closed for two (2) or more days, or in the event of unusual circumstances, pay allowance provisions for all employees shall be determined by the Mayor and/or City Administrator.

3. Consideration of a Approval of an Agreement with The Schemmer Associates for Professional Engineering Services for the 2nd Street Lift Station Temporary Treatment Site Design Project in the Amount of \$82,071.25 - City Engineer Oneby

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

SEWARD WWTF TEMPORARY TREATMENT

Professional Services Provided: Preliminary and Final Design

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between
The City of Seward (“Owner”) and
The Schemmer Associates Inc. (“Engineer”).

Owner intends to Contract with Engineer to receive preliminary and final design services for:
Site utility and grading plan for temporary sewage treatment at the 2nd Street lift station in Seward, NE.
_____ (“Project”).

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

6.04 *Insurance*

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

6.05 *Suspension and Termination*

- A. Suspension.

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

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

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

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

2. For convenience,

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

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

D. Payments Upon Termination.

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

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

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

6.10 *Indemnification and Mutual Waiver*

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

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

6.11 *Miscellaneous Provisions*

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

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

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

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

8.02 *Total Agreement*

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

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

Owner: _____
City of Seward

Engineer: _____
The Schemmer Associates

By: _____

By: Douglas G. Holle

Title: _____

Title: Executive Vice President

Date: _____

Date: May 28, 2026

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 May 28, 2026.

Engineer's Services

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

PART 1 – SCOPE OF SERVICES

SEWARD WWTF TEMPORARY TREATMENT (Project Description)

This project includes work associated with design services related to the completion of preliminary and final engineering plans for site utility and grading improvements for the temporary sewage treatment at the 2nd Street lift station in Seward, Nebraska.

The required services for this project include project administration, site utility and grading plans, floodplain analysis, permitting, and bid phase services.

The project will be funded with local funding only. The design will conform to all applicable City of Seward requirements including the City of Lincoln Standard Specifications for Municipal Construction 2023.

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. Current list of utility companies and contact information.
- b. Effective FEMA regulatory hydraulic model of Big Blue River

Short, Elliot, and Hendrickson Inc. (SEH) will be the engineer of record for the treatment design and analysis and will provide the following information:

- a. Wetwell size and location
- b. Buried piping and valves size and location
- c. Concrete pads as needed
- d. Buried electrical conduit size and location
- e. Access road locations
- f. Geotechnical recommendations
- g. Special provisions related to site piping, electrical and wetwell.

Schemmer will serve as coordinating professional and will prepare sheets based upon information provided by SEH. Schemmer will submit piping and electrical sheets to SEH for review and their engineer seal. Schemmer bears no responsibility for the design of the temporary treatment process including but not limited to the wet well, piping or appurtenances, and electrical equipment.

Tasks specifically not included:

- Wastewater treatment process design.
- Right-of-way appraisal and acquisition services.
- Geotechnical engineering analysis or recommendations.
- Title searches.
- Topographic survey.
- All construction phase services.
- Retaining wall design.

Project Schedule

a.	June 3, 2026	Notice to Proceed (NTP)
b.	July 6, 2026	Preliminary (90%) Plans
c.	July 17, 2026	Permit Submittal to NDWEE
d.	July 17, 2026	Final Submittal
e.	August 4, 2026	Approval to Bid
f.	October 2026	Construction

Design Plan Sheets

The following plan sheets are anticipated to be included in the plan set:

- a. Cover Sheet
- b. Horizontal Control
- c. Summary of Quantities
- d. General Information
- e. Site Layout Plan
- f. Site Grading Plan
- g. Access Road Plan and Profile
- h. Sanitary Sewer Plan and Profile
- i. Erosion Control Plan
- j. Miscellaneous Details

Submittals

The following formal submittals are anticipated:

- a. Preliminary (90%) Plans
- b. Final Plans

Project Tasks

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

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

- 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 the project. For scoping purposes, project management is assumed to last from June 2026 through October 2026.
- b. *Progress Meetings with City Staff-* Progress meetings with City staff will be conducted to update progress and seek resolution of identified issues. One (1) progress meeting is anticipated. Meetings will be attended by the ENGINEER's project manager and one additional project team member.

It is assumed all meetings will be virtual.

- c. *Coordination Meetings with Others-* Two (2) coordination meetings are anticipated. Meetings will be attended by the ENGINEER's project manager and one additional project team member.

II. Preliminary and Final Design- This task will include utility coordination, site grading plan, site layout plan, erosion control, sewer plan and profiles, access road plans, miscellaneous design details, opinion of probable construction costs, permitting, construction contract, specifications, and bid phase services.

- a. *Utility Coordination-* Includes coordination with the known utility companies to identify the limits and potential conflicts of all utilities along the project corridor. ENGINEER will request maps of all existing utilities within the project corridor. Preliminary drawings will be supplied to all utility companies requesting design information.
- b. *Site Grading Plan-* Includes grading plan and details for constructing an elevated earth pad and access drive to remove the temporary wastewater treatment facility from the floodplain.
- c. *Site Layout Plan* –Plan sheets will be prepared that detail construction and removals for the project.
- d. *Sanitary Sewer Plan and Profiles* – Includes development of sanitary sewer plan and profile sheets.

- e. *Erosion Control Plans* – A sediment and erosion control plan will be developed to prevent erosion and promote revegetation within the limits of construction.
- f. *Miscellaneous Details* – Engineer to provide design and drafting of miscellaneous details on the project.
- g. *Quality Assurance/Quality Control (QA/QC)* – The Engineer shall perform QA/QC reviews of the project documents at various stages of design and prior to any formal submittal.
- h. *Opinion of Probable Construction Costs*- City of Lincoln bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost for each alternative.
- i. *Contract Documents and Special Provisions* – Engineer to develop construction contract documents and special provisions for the project. Special provisions include recurring City of Lincoln special provisions as well as project specific provisions not related to site piping or electrical.
- j. *Permitting* – Engineer to apply for permits on behalf of the City for this project. The anticipated permits for the project are a NDWEE Wastewater Construction Permit and Construction Stormwater Permit.
- k. *Bid Phase Services* – Engineer will assist the City in advertising the Project for bids. Engineer will coordinate with A&D Technical Supply to distribute plans to potential contractors. The City will conduct the bid letting.

III. Floodplain Analysis- Engineer will determine the impacts to the FEMA mapped floodplain/floodway.

The City will provide the regulatory hydraulic model of the Big Blue River. Floodplain analysis will include incorporating the proposed temporary wastewater treatment plant improvements into the regulatory hydraulic model to verify compliance with FEMA floodplain regulations.

A brief report will be prepared documenting the analysis. This analysis will also include the following:

- a. *Floodplain Development Permit Application*
- b. *No-Rise Certification*

IV. Right-of-Way- Right of Way sheets will be prepared assuming two tracts will require additional easements and/or right-of-way. Legal descriptions will be prepared for all affected tracts. This effort includes staking of the proposed easements and/or right-of-way one time.

WWTF Temporary Treatment Site Design

City of Seward

Concept Design

EXHIBIT B: FEE SUMMARY SCHEDULE

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2026 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$12,170.00
PRINCIPAL	11	\$300.00	\$3,300.00	
PROJECT MANAGER	32	\$205.00	\$6,560.00	
SENIOR PROJECT ENGINEER	6	\$230.00	\$1,380.00	
REGISTERED DESIGN ENGINEER	6	\$155.00	\$930.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$130.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$135.00	\$0.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN SURVEY CREW	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
GRAPHIC DESIGNER	0	\$90.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	
II. Preliminary and Final Design				\$45,885.00
PRINCIPAL	3	\$300.00	\$900.00	
PROJECT MANAGER	59	\$205.00	\$12,095.00	
SENIOR PROJECT ENGINEER	8	\$230.00	\$1,840.00	
REGISTERED DESIGN ENGINEER	118	\$155.00	\$18,290.00	
ENGINEER/ SENIOR TECHNICIAN	94	\$130.00	\$12,220.00	
ENGINEERING TECHNICIAN	4	\$135.00	\$540.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN SURVEY CREW	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
GRAPHIC DESIGNER	0	\$90.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	
III. Floodplain Analysis				\$14,525.00
PRINCIPAL	0	\$300.00	\$0.00	
PROJECT MANAGER	12	\$205.00	\$2,460.00	
SENIOR PROJECT ENGINEER	0	\$230.00	\$0.00	
REGISTERED DESIGN ENGINEER	51	\$155.00	\$7,905.00	
ENGINEER/ SENIOR TECHNICIAN	32	\$130.00	\$4,160.00	
ENGINEERING TECHNICIAN	0	\$135.00	\$0.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN SURVEY CREW	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
GRAPHIC DESIGNER	0	\$90.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	
IV. Right-of-Way				\$9,100.00
PRINCIPAL	1	\$300.00	\$300.00	
PROJECT MANAGER	6	\$205.00	\$1,230.00	
SENIOR PROJECT ENGINEER	0	\$230.00	\$0.00	
REGISTERED DESIGN ENGINEER	4	\$155.00	\$620.00	
ENGINEER/ SENIOR TECHNICIAN	14	\$130.00	\$1,820.00	
ENGINEERING TECHNICIAN	0	\$135.00	\$0.00	
REGISTERED SURVEYOR	8	\$165.00	\$1,320.00	
2-MAN SURVEY CREW	12	\$205.00	\$2,460.00	
CADD TECHNICIAN	10	\$135.00	\$1,350.00	
GRAPHIC DESIGNER	0	\$90.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	
Subtotal Labor Costs	491		\$81,680.00	
DIRECT NON-SALARY COSTS:		No.	Rate (\$)	
Printing	1	\$	300.00	\$ 300.00
Mileage		\$	0.730	\$ -
Survey Mileage	125	\$	0.730	\$ 91.25
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			\$	391.25
TOTAL ESTIMATED FEE				\$82,071.25

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

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- B. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. A Lump Sum amount of **\$82,071.25** based on the hours/fee distribution identified in Exhibit B.
 2. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and mileage. Other reimbursable expenses (permit fees, etc.) outside of mileage are not included in the Lump Sum and are to be paid by the Owner.
 3. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

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

Insurance

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2025

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).

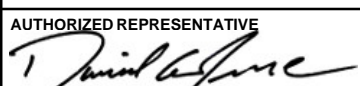
PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: Deanne Beltz-Sund	
	PHONE (A/C. No. Ext): 402-861-7000	FAX (A/C. No):
E-MAIL ADDRESS: deanne.beltz@fnicgroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Co.		20443
INSURER B : Continental Insurance Company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

COVERAGES **CERTIFICATE NUMBER:** 1933032005 **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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6023928716	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6023928747	12/31/2025	12/31/2026	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	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6023928733	12/31/2025	12/31/2026	<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	12/31/2025	12/31/2026	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 City of Seward Nebraska 142 N. 7th St. Seward NE 68434	CANCELLATION 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

4. Consideration of a Memorandum of Understanding with the Nebraska Army National Guard for Placement of a Shipping Container at 880 S Columbia Avenue - City Administrator Butcher

MEMORANDUM OF UNDERSTANDING

(Agreement Identification Number: XXXXXXXXXXXXX)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) dated May ___, 2026 (“Effective Date”) by and between the CITY OF SEWARD, NEBRASKA, a Nebraska municipality (“City”) and the NEBRASKA ARMY NATIONAL GUARD (“National Guard”).

WHEREAS, the National Guard has requested permission to place a shipping container on real estate owned by the City located at 880 South Columbia Avenue, Seward, Nebraska 68434 as depicted in the drawing attached to this MOU as Exhibit “A” (“the Property”);

WHEREAS, the City has agreed to allow the National Guard to place and maintain a shipping container on the Property and the parties desire to memorialize the parties’ agreement on the terms and conditions set forth herein;

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. **Purpose.** The purpose of this MOU is to allow the National Guard to place and maintain a shipping container on the City’s Property and to set the terms and conditions thereof.

2. **Responsibilities.** The parties agree to the following responsibilities:

a. The shipping container shall be located in an area of the Property so as not interfere with City’s use of the Property.

b. The National Guard shall, upon 24 hours’ notice, allow for the City’s inspection of the shipping container.

c. The National Guard shall not be allowed to store any hazardous substances in the shipping container.

d. The Nebraska National Guard self-insures the respective property subject to this MOU. A self-insurance letter executed by The Adjutant General will be provided upon request.

3. **Indemnification.** Each party agrees to hold the other party (“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 Other Party by reasons directly or indirectly arising out of, caused (in whole or in part) by, or in connection with the Other Party’s performance of its obligations under this MOU.

4. **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 other electronic transmission such as DocuSign with the same effect as delivery of an original.

5. **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. 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.

6. **Termination**. Termination of this Agreement shall be allowed by either party upon 30 days written notice to the other.

7. **Personnel**. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

8. **Points of Contact**. The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party:

City: Greg Butcher, City Administrator, City of Seward, 537 Main Street, Seward, Nebraska 68434, 402-643-2928, greg.butcher@cityofsewardne.gov

National Guard: Cody R Cade, Command Historian, 201 N 8th Street, Seward, Nebraska 68434, 402-309-8763, cody.r.cade.mil@army.mil

9. **Correspondence**. The following POCs will be used by the Parties to communicate matters concerning this MOU.

City: City of Seward, 537 Main Street, Seward, Nebraska 68434; greg.butcher@cityofsewardne.gov

National Guard: Nebraska National Guard Museum, 201 N 8th Street, Seward, Nebraska 68434; cody.r.cade.mil@army.mil

10. **Funds and Manpower**. This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

11. **Modification of MOU**. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its term.

12. **Disputes.** Any disputes relating to this MOU will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties

13. **Effective Date and Expiration.** This MOU takes effect beginning on the day after the last Party signs (“Effective Date”) and expires on the tenth (10th) anniversary of the Effective Date unless sooner terminated as provided herein.

CITY:

CITY OF SEWARD Nebraska

By: _____
Joshua Eickmeier, Mayor

Date: _____

NATIONAL GUARD:

By: _____
Name: MG Craig Strong
Title: The Adjutant General

Date: _____

Exhibit “A”

Drawing of Property

(to be attached)

5. Consideration of a Revised Interlocal Agreement with the Seward County Rural Fire Protection District Providing Fire Protection and Emergency Services - City Administrator Butcher

BLEVENS & DAMMAN
ATTORNEYS AT LAW
129 N. 5th St.
Seward, NE 68434
402-643-3639

Robert I. Blevens
bobblevens@windstream.net

Gregory C. Damman
gregdamman@windstream.net

April 30, 2026

Village of Pleasant Dale
110 Ash St
Pleasant Dale, NE 68423

Village of Beaver Crossing
800 Dimery
Beaver Crossing, NE 68313

Tamora Fire Department
Tamora, NE 68434

Village of Utica
466 1st St
Utica, NE 68456

Village of Goehner
Box 113
Goehner, NE 68364

Village of Staplehurst
155 S 3rd St
Staplehurst, NE 68439

Village of Garland
104 4th St
Garland, NE 68360

Village of Cordova
395 Helen St
Cordova, NE 68330

Village of Bee
220 Elm St.
Bee, NE 68314

City of Milford
402 1st St
Milford, NE 68405

City of Seward
537 Main
Seward, NE 68434

RE: Revised Agreement between Seward County Rural Fire Protection District and
Municipalities and Departments providing Fire Protection

To the Clerk of Each Municipality.

Please find attached three copies of the new fire contract with the rural district. These need to be placed on the agenda at your next meeting and approved. Please sign and deliver them to your department for signature. Once your department has also signed, return to executed contracts to my office, and retain one executed contract for your official records. **THESE NEED TO BE APPROVED NO LATER THAN YOUR JUNE MEETING.** If you have questions, call me.

I am also enclosing a check in the amount of \$16,536.36 which represents your department's share of the grant funds received under the State Mutual Finance Assistance Act. These funds must be spent on Operations (day-to-day fire and rescue services); Equipment; Training; General fire protection and emergency response costs that are not otherwise paid for by the Seward County Rural Fire Protection District. Please have your department submit a separate request for these expenditures so we have a detail of how these funds were spent. Have the department provide us with a copy of those expenses when paid so we can report to the State Treasurer on the funds expended.

Thank you,

Robert I. Blevens

INTERLOCAL FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT

This Interlocal Fire Protection and Emergency Services Agreement ("Agreement") is entered into pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 through 13-827, and Neb. Rev. Stat. §35-508 relating to rural fire protection districts.

1. PARTIES

This Agreement is made between the Seward County Rural Fire Protection District, Seward County, Nebraska ("District"), and the City of Seward, Nebraska, a Nebraska municipality and its municipal fire department whether voluntarily associated or officially incorporated, hereinafter collectively designated as the "Municipality".

2. PURPOSE

The District is organized to provide fire protection and emergency services to rural areas within its boundaries. The District provides fire and rescue protection by contracting with Municipalities to furnish fire and rescue protection within the District in order to have a more effective use of fire fighting and rescue personnel and equipment, and to avoid expensive duplication of apparatus and facilities.

3. TERM

This Agreement shall commence on July 1, 2026 and shall continue until June 30, 2029, unless terminated as provided herein, and shall thereafter continue year to year unless terminated by either party. The obligations of the District to make payments under this Agreement shall be subject to annual budgeting, appropriation and tax collection by the District.

4. RELATIONSHIP OF PARTIES

The parties agree that they are independent governmental entities. Nothing in this Agreement shall be construed to create an employment relationship, joint venture, or partnership between the parties.

5. CONSIDERATION

Subject to tax collections and budgeting authority, the District agrees to pay the Municipality for its fire department the amount as specified below (based upon services provided during the period of this contract and renewals thereof). The District shall annually review said contract payments, and reserves the right to unilaterally increase or decrease the annual payments, depending upon availability of funds, budgetary considerations, or other considerations as determined in the sole discretion of the District, subject, however, to the rights of the municipality and the department to terminate this agreement as provided herein. Any decrease of the annual contract payment shall require at least ninety (90) days' prior written notice and shall apply prospectively only. Any increase or decrease shall be applied in a uniform and non-discriminatory manner among similarly situated

municipalities as determined by formal resolution of the District Board based on budgetary constraints, tax collections, or changes in service demands.

The District shall pay an annual payment, depending on the level of service, as follows (as X-marked):

General Fire Protection and Ambulance/ Rescue – \$40,000; or
 General Fire Protection and First Response – \$35,000; or
 General Fire Protection – \$30,000.

All contract payments shall be payable within the District's fiscal year, based on availability of funds, but no later than October 1st (90 days following the close of the District's fiscal year which ends June 30) if the District's general fund account does not have sufficient funds for payment of the contract payment.

The District has also established a training reimbursement program for the eleven contracting Municipalities with an annual allocation of training funds for the 11 Seward County departments in the current amount of \$49,500 (currently \$4,500.00 for each department) which shall be used to reimburse each department for its qualified training expenses for the previous calendar year up to the \$4,500.00 allocation. All training expenses reimbursed shall be supported by expenditure receipts and shall be submitted to Mutual Aid no later than May 1 of each year (for the preceding calendar year). No municipality shall receive training funds in excess of the amount actually expended, nor shall it receive training funds if it fails to submit its training expenditures on or before the May 1 deadline. If the entire training fund allocation is not fully spent and there remains unused training funds, the balance of the unused training funds shall be paid to those municipalities with training expenses exceeding \$4,500.00 (but not more than the actual training expenditures of any municipality), on a pro-rata basis until the entire \$49,500.00 has been expended. The District reserves the right to unilaterally modify the training reimbursement at any time.

6. USE OF FUNDS.

The contract payments may be expended only for fire protection/rescue purposes as approved by the Municipality and its fire department. No funds shall be used to replace or eliminate payments of the Municipality for fire protection purposes (including but not limited to life insurance, worker's compensation insurance, or any other benefit which the Municipality is statutorily obligated to provide to fire department members), or other expenses which have routinely been paid or provided by the Municipality.

The District reserves the right, in its reasonable discretion, to place lawful limitations upon the use of funds received by the Municipality under this Agreement, consistent with the purposes of providing fire protection and emergency services.

It is the intent of this Agreement that the municipal fire department shall, in the first instance, propose the appropriate use and expenditure of contract funds to the Municipality. Subject to any lawful restrictions imposed by the District, final authority for the approval and expenditure of such funds shall rest with the governing body of the Municipality with full consideration of the recommendations and requests of its fire department in making such

determinations.

7. BUDGETING AND ACCOUNTING

All payments received from the District shall be included within the Municipality's annual budget. The municipal treasurer shall serve as the receiving agent for District payments.

The Municipality shall maintain appropriate records showing the expenditure of District funds and shall make such records available to the District upon reasonable request.

The Municipality shall include all anticipated payments from the District in its annual municipal budget, showing budgeted receipts and expenditure on said funds for fire protection purposes. All funds shall be used for fire protection and rescue purposes (and not for unrelated municipal purposes). Payment requests shall be periodically submitted to the Municipality for payment and shall be subject to any use restrictions placed thereon by the District.

8. SCOPE OF SERVICES.

The Municipality agrees to provide fire protection and first response and/or emergency response services as set forth in Paragraph 5 as follows:

- Responding to rural fire calls
- Keeping and maintaining suitable fire apparatus and equipment
- Maintain personnel training standards consistent with Nebraska State Fire Marshal requirements
- Cooperating with other fire departments within Seward County for mutual aid responses
- The Municipality agrees to answer all emergency fire and rescue calls within the district as may be made, without consideration to assigned area, except the Municipality does not guarantee response to every call, and its response shall be subject to the availability of personnel and equipment and the prioritization of simultaneous emergencies.
- Participating in county mutual aid system;
- Have ICS/NIMS compliance
- Cooperate with other fire departments within Seward County for mutual aid responses
- The Municipality agrees that in the event its firefighters are unable to answer a rural call for any reason beyond the control of the Municipality, it shall refer such call to another Municipality within the District
- provide annual reporting of calls responded to; training completed and equipment status

9. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, but only to the extent caused by the negligent acts or omissions of its officers, employees, or agents, and subject to the limitations of the Nebraska Political Subdivisions Tort Claims Act. No provision of this Agreement shall be construed as a waiver of sovereign immunity.

10. INSURANCE

The Municipality shall maintain in force Workers' Compensation Insurance on all persons engaged in answering rural fire, first response and rescue/ambulance calls, and adequate general liability insurance covering all members and activities of the fire department, all motor vehicles, and activities in conjunction with this contract including rural fire and rescue calls. The Municipality agrees to insure all vehicles and equipment with "replacement cost" insurance coverage, in the maximum amount reasonably available through its insurance carrier, including but not limited to fire and rescue vehicles and equipment purchased in whole or in part with funds provided through the District's sinking fund payments and/or proceeds of District bond issues, or other District funds. The Municipality shall maintain life and other insurance benefits upon all members of its fire department providing rural fire and rescue services, as may, from time to time, be required by the laws of the State of Nebraska. The Municipality further covenants and agrees to provide general liability insurance coverage for the Municipality's volunteer fire department with coverage limits which are not less than the municipality's general liability insurance coverage.

Coverage shall comply with Nebraska law and the Municipality shall maintain insurance coverage at limits not less than those maintained for other municipal operations.

11. LIABILITY

Each party shall be responsible for the acts and omissions of its own officers, firefighters, employees, and agents. Nothing in this Agreement shall be construed as a waiver of the protections or limitations of liability provided under the Nebraska Political Subdivisions Tort Claims Act.

12. SINKING FUND/ EQUIPMENT BONDS/TRAINING ALLOWANCE.

The District maintains programs to assist participating fire departments with the purchase of emergency equipment through its sinking fund and for larger purchase through the issuance of bonds. Participation in any sinking fund or bond program shall be governed by written policies adopted by the District Board, as amended from time to time.

The District has revised and changed its sinking fund program effective July 1, 2026 and the terms and conditions of the revised program are attached on Addendum #1 of this agreement which is incorporated herein by reference. Sinking fund payments for ambulance/rescue and first response that were allocated to departments for the calendar years 2021 through 2026 and have not been fully expended, will be added to sinking fund established in Addendum #1 for that Municipality for the uses intended.

13. EQUIPMENT OWNERSHIP AND RETIREMENT

Except as hereinafter provided, all vehicles and equipment purchased using municipal funds and/or funds provided under this Agreement shall remain the property of the Municipality.

In the event the Municipality replaces and/or retires rolling vehicles (pumpers, tankers, first response, ambulance, etc.) or ceases to maintain a fire department, for which the District has contributed bond or sinking fund payments towards the equipment purchase, and said

equipment was acquired after July 1, 2025, then the Municipality shall advise the District of the retirement or replacement of the equipment, or that it will no longer operate a Municipal fire department, the Municipality, upon request of the District, shall transfer said equipment to the District for reallocation among other municipalities, or for sale by the District. The District may, but is not required to release said equipment to the Municipality for disposition if it deems it appropriate to do so.

14. TERMINATION

Either party may terminate this Agreement upon ninety (90) days written notice to the other party. In the event of termination, payments shall be prorated to the effective termination date.

15. DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve disputes through discussion between representatives of the District Board and the Municipality. Nothing herein shall prevent either party from pursuing legal remedies authorized by Nebraska law.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. No other agreements, statements, or promises not contained in this Agreement shall be binding upon the parties.

17. AMENDMENT

This Agreement may be amended only by a written instrument approved and executed by the governing bodies of both the District and the Municipality.

18. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

19. GOVERNING LAW

This inter-local agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

SIGNATURE PAGE IS ATTACHED

Dated this 21 day of April, 2026.

SIGNATURES

SEWARD COUNTY RURAL FIRE PROTECTION DISTRICT

Attest: Jon Pappert
Secretary

By: [Signature]
President

CITY OF SEWARD MUNICIPALITY

Attest: _____
Clerk

By: _____
Mayor / Village Chairman

Municipal/Volunteer Fire Department

By _____
President

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 6/2/2026

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, design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway. Working on cellular installations, electric connections, fiber connections and demolition planning for old tower.
- Check in meeting with Building and Zoning Staff.
- Met weekly with Collin Hain (SCCDP) to update on the status of economic development items.
- Held weekly Department Head Meetings.
- DARI Bi-Weekly onsite trailer meeting.
- Organizing FY 2026-27 Comparability items.
- Met with County Commissioners regarding courthouse square parking issues.
- Review items related to a zoning complaint within town along with Building Inspector and Community Service Officer.
- Met with the Mayor and Lincoln Chamber of Commerce on the SCCDP Executive Director Opening.
- Reviewed Police overtime issue in preparation of FY 26-27 budget.
- Helped prepare a number of items related to ordinances for City Council 6/2.
- Seward Hotel Project working group meeting and UNL Leadership Project.
- Attended industrial surcharge meeting with Wastewater/Water Director Koll and SEH Engineers.
- Met with Concordia to discuss Hillcrest easements for Phase I Project and to review items related to their planned ballfield project.

Police Department

- County Attorney meeting regarding camera operation updates
- 4th of July Kick Off
- Reviewing Police overtime for budget year 26-27

City Clerk/Human Resources/City Hall

- 2026 Dowding Pool: Collecting re-apps & Processing new employees
- DR-4896 (August) Continue work in FEMA Grants Portal
- Preparing for City Council 6/2

Water/Wastewater Department

- New Tower SCADA with Olsson
- Water Study Meeting w/JEO
- Industrial Surcharge meeting with SEH
- Mowing and trimming
- Samples for NPDES Obligations

Parks and Rec/Cemetery/Golf/Pool

- Jr. Jays Baseball Tourney
- Shade Covers up at Wake Park
- Mowing and Whipping
- Memorial Day follow ups at cemetery
- Continued irrigation maintenance

Civic Center

- Meetings as usual

- Painting new art panels
- Hosting the 4th of July Kickoff 5/27

Electric Department

- No Update for the Week
- Staff was working the Fairbury Mutual Aid

Street Department

- Work on trial project
- Push Up Burn Pile
- Street Sweeping
- Concrete work on Hillcrest and First Street

Library

- Golden Sower Reading Day
- NLA Zoom Meeting
- Summer Reading Kickoff Street Party 5/30

Building Inspection/Planning Department

- City Council – June 2, Hughes rezone, BOA reassignment, and use matrix update.
- Seward County – Continue working with Marissa to rectify a building permit issued by the county in the city extraterritorial jurisdiction.
- Koranda's – Follow Up Items with City Administrator

Engineering

- Mike was on Vacation the week of 5/25

Finance Department

- Payroll Week
- Claims for City Council
- Printing Utility Bills
- Utility Shut Off

Seward Wellness Center

- Jay Club all day summer care has begun

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

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

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

Derek Bargmann, City Clerk

Date