



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

Tuesday, September 20, 2022

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, September 20, 2022, in the Council Chambers, 142 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 Council Chambers beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. A participant sign-in sheet is available for use by any Citizen addressing the Council. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

ROLL CALL

COMMENDATION FOR HEROIC ACTIONS TAKEN AT JULY 28, 2022 HOUSE FIRE

CONSENT AGENDA

1. City Codes Director Report

OPEN Property Maintenance Code Violation Report

					Updated 9-12-2022
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2022					
Cul de sac west end of Spruce St	Illegal Dumping	Immediate 9-9-2022		In Person	CSO Arena made contact with the party responsible which was discovered from information in the debris. The debris was picked that evening.
324 N 10th	Property weeds and infestations due to neglect after fire		Dustin Dobesh 2530 N Rd Dwight NE 8635	In person	Tim spoke with Andy Hartmann about the demolition timeline for the property. Andy has the asbestos report to submit and has set the demolition for the week September 26.
336 Carolyn	Hedge growing over sidewalk	9/11/2022	Trudy Langner	In Person	Shannon Areana, CSO, made contact with the owner. She was gone on vacation and didn't trim before she left. It will be taken care of by the weekend. .
716 N 7th	Grass, Weeds, Junk Vehicles, Trash	9/2/2022	Dennis & Willa Taylor	Certified mail	Shannon Arena, CSO, made contact with the owner on 6-3-2022 and gave them until 7-6. No progress has been made as of 8-24-2022 9-9-2022 there is a new camper parked, and plugged in on the street
149 N 1st	Grass/Weeds	8/31/2022	Steve Butler 268 4th St Garland, NE 68360	Door Hanger	Shannon Arena, CSO, visited the proeprty and left a door hanger informing the owner that they are non-compliant for heighth of grass and weeds.
429 S Columbia Ave	Grass/Weeds		Christopher Yates 8630 Oakmont Dr Lincoln, NE 68526	Phone Call Certified Mail Posted Notice	Shannon Arena, CSO, attempted to reach by phone, Tim Dworak, Code Enforcement Director mailed Notice and Orders certified, the property was posted. Street Department mowed the property Monday, 8-8
426 S 1st St	Installing a fence with no permit	6/15/2022	Justin & Erin Ronne 426 S 1st St Seward, NE 68434	In Person	Shannon Arena, CSO, was going to attempt contact with the property owner. The owner has paid for the permit
635 N 2nd St	Weeds	6/17/2022	Marianna Bailey 1202 N 66th St Lincoln, NE 68505	In Person/ Certified Letter	Shannon Arena, CSO, delivered a notice an orders to the property. Tim Dworak, Code Enforcement Director, mailed a letter via certified mail. The property was partially mowed 6-13-2022. Street Dept mowed the alley protion 7-1.

OPEN Property Maintenance Code Violation Report

948 Main	Rabbits	6/30/2022	Scott Pekarek Tenant:Cody Meredith	Phone Call	Shannan Arena, CSO, made contact with the tenant. The tenant admitted he has six rabbits. Arena stated by ordinance you can only have 3. Arena will follow up by the 27th. .
437 S 6th	Weeds/Dogs		Misty Wismer	Phone Call	Shannon Arena, CSO, called the tenant and land owner. Neither answered. He will keep trying to make contact. Owner said they only have 3 dogs, the 4th was cremated. Arena could not verify the dog was cremated.
1511 Eastdrige	Weeds		Ronald Stanek	In Person	Shannon Arena, CSO, made contact with the owner. The owner stated that he is been in contact with Merles to come spray the weeds. Arena will make contact on 6-13-2022. As of 6-14 this is take care of
429 S Columbia	Grass/Weeds	6/13/2022	Christoper Yates 8630 Oakmont Dr Lincoln NE	Phone Call	Shannon Arena, CSO, delivered a notice and orders to the house. Tim Dworak, Code Enforcement Director, mailed the letter via certified mail. City Street department is mowing it 6-14-2022
324 N 10th	Grass/Weeds	6/10/2022	Dustin Dobesh 2530 N Rd Dwight NE 8635	Phone Call	Shanna Arena, CSO, made contact with the owner. The owner stated he will get it taken care of. 6-10-2022 this is completed
446 Moffitt	Tree over sidewalk	6/22/2022	SVP Properties LLC 6830 Marcus Rd Lincoln NE 68516		Bob Miers, Street Superintendent, will trim the tree to 7 foot above the sidewalk. Street Department trimmed the tree 6-23.
701 S 6th	Grass/Weeds	6/15/2022	David Wilson 15727 Burdette St	In Person	Property was mowed
		6/10/2022			Shannon Arena CSO made contrat with the owner. The owner stated it will be getting it mowed by Friday.

CURRENT YEAR:

August

2022

LAST YEAR:

August

2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 8,134.00	\$ 3,400,000.00
REMODEL/ADDIT.	21	\$ 3,149.05	\$ 732,029.23
ACCESSORY	19	\$ 5,564.72	\$ 2,257,111.36
RELOCATE	294	\$ 15,567.00	\$ 3,984,875.18
ELECTRIC			
PLUMBING	18	\$ 4,798.00	
MECHANICAL	4	\$ 632.00	
SEWER TAP	1	\$ 250.00	
WATER TAP	1	\$ 1,216.25	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	2	\$ 800.00	
TOTALS	362	\$ 40,161.02	\$10,374,015.77

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	6	\$ 10,683.50	\$ 1,337,994.91
REMODEL/ADDIT.	12	\$ 1,110.00	\$ 235,300.00
ACCESSORY	12	\$ 500.00	\$ 94,632.00
RELOCATE	10	\$ 808.00	\$ 275,949.89
ELECTRIC	0		\$ -
PLUMBING	13	\$ 665.00	-
MECHANICAL	7	\$ 675.00	\$ -
SEWER TAP	4	\$ 1,000.00	\$ -
WATER TAP	4	\$ 3,352.00	\$ -
TEMP. ELEC.	3	\$ 150.00	\$ -
ELECTRIC SER.	4	\$ 800.00	\$ -
TOTALS	75	\$ 19,743.50	\$ 1,943,876.80

YEAR TO DATE

January to December

2022

YEAR TO DATE

January to December

2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	11	\$ 26,945.60	\$6,323,853.75
REMODEL/ADDIT.	75	\$ 41,084.25	\$18,647,405.92
ACCESSORY	112	\$ 22,534.07	\$ 3,033,341.76
RELOCATE	329	\$ 17,046.50	\$ 4,517,529.23
ELECTRIC		\$ -	\$ -
PLUMBING	85	\$ 10,297.00	\$ -
MECHANICAL	44	\$ 4,637.00	\$ -
SEWER TAP	10	\$ 2,500.00	\$ -
WATER TAP	10	\$ 10,230.25	\$ -
TEMP. ELEC.	10	\$ 850.00	\$ -
ELECTRIC SER.	11	\$ 4,780.00	\$ -
TOTALS	697	\$ 140,904.67	\$32,522,130.66

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	27	\$ 57,910.00	\$11,892,576.73
REMODEL/ADDIT.	59	\$ 12,167.09	\$ 4,622,331.77
ACCESSORY	123	\$ 9,745.70	\$ 592,856.00
RELOCATE	11	\$ 300.00	\$ 52,477.00
ELECTRIC			\$ -
PLUMBING	113	\$ 8,700.00	\$ -
MECHANICAL	62	\$ 8,003.03	\$ -
SEWER TAP	22	\$ 5,500.00	\$ -
WATER TAP	22	\$ 19,210.00	\$ -
TEMP. ELEC.	22	\$ 1,100.00	\$ -
ELECTRIC SER.	23	\$ 5,200.00	\$ -
TOTALS	484	\$ 127,835.82	\$17,160,241.50

2. City Treasurer Report

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 8/31/2022

Page 8 of 31

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40	3.00	Aa3	200,000.00 100.00%	200,000.00	200,000.00	203,983.26	202,824.00
COMM: COMMERCE BANK	256449BC2	AFS	DODGE SD #595-QSCB NE 25 12/15/25	6.00		300,000.00 100.00%	300,000.00	300,000.00	300,000.00	300,477.00
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26	2.35		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	199,070.00
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	174,056.75
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29	3.10		155,000.00 100.00%	155,000.00	155,000.00	155,000.00	155,079.05
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	150,000.00	149,518.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	250,420.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,000.00	300,159.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32	3.00	A	200,000.00 100.00%	200,000.00	200,000.00	200,553.40	200,256.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	176,621.80	175,287.00
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33	2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	355,768.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	312,662.20
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36	2.20		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	159,122.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 8/31/2022

Page 9 of 31

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36	2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	157,088.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36	3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	260,327.60
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36	1.85		200,000.00 100.00%	200,000.00	200,000.00	198,774.49	152,314.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36	2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	194,785.00
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36	1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	153,200.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36	2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	202,549.39	166,472.00
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37	4.00		205,000.00 100.00%	205,000.00	205,000.00	205,000.00	206,406.30
COMM: COMMERCE BANK	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38	2.65		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	159,346.00
COMM: COMMERCE BANK	25933VBY5	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38	4.10		165,000.00 100.00%	165,000.00	165,000.00	165,000.00	163,297.20
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38	4.20		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	251,237.50
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38	2.75		290,000.00 100.00%	290,000.00	290,000.00	290,000.00	227,731.20
COMM: COMMERCE BANK	25936FBM3	AFS	DOUGLAS CO IMP DT#513 NE 38 10/15/38	2.70		100,000.00 100.00%	100,000.00	100,000.00	100,000.00	81,445.00
COMM: COMMERCE BANK	25939HBX2	AFS	DOUGLAS CO SAN&IMP DT NE 3 11/15/38	2.90		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	119,961.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 8/31/2022

Page 10 of 31

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	200,545.84	160,134.00
COMM: COMMERCE BANK	80379KDH0	AFS	SARPY CO SID #272-REF NE 38		4.40		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	217,160.75
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39		4.35		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,908.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39		4.35		180,000.00 100.00%	180,000.00	180,000.00	180,000.00	180,696.60
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39		3.40		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	198,352.55
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39		2.65		225,000.00 100.00%	225,000.00	225,000.00	225,000.00	174,246.75
COMM: COMMERCE BANK	80373XBC1	AFS	SARPY CO SAN & IMPT NE 39		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	154,394.00
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39		2.95		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	152,157.70
COMM: COMMERCE BANK	80377BKB7	AFS	SARPY CO SID #264-REF NE 39		2.55		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	114,144.00
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40		3.15		185,000.00 100.00%	185,000.00	185,000.00	185,000.00	147,372.85
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	163,388.75
COMM: COMMERCE BANK	25938TBK5	AFS	DOUGLAS CO SAN & IMPT NE 40		2.85		130,000.00 100.00%	130,000.00	130,000.00	130,000.00	101,709.40
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40		3.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	125,685.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 11 of 31

As Of 8/31/2022

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerfund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40	3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	159,537.30
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 4C 12/15/40	4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	241,766.40
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41	2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	181,010.40
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41	2.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	151,110.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41	2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	151,328.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41	2.75		255,000.00 100.00%	255,000.00	255,000.00	255,000.00	195,704.85
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41	2.90		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	153,560.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41	2.80		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	149,294.00
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41	2.85		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	180,872.45
COMM: COMMERCE BANK	25931XDM7	AFS	DOUGLAS CO SID #557 NE 41 11/15/41	2.80		165,000.00 100.00%	165,000.00	165,000.00	165,000.00	127,018.65
COMM: COMMERCE BANK	25940MAR2	AFS	DOUGLAS CNTY NE SAN & NE 4 11/15/41	2.75		125,000.00 100.00%	125,000.00	125,000.00	125,000.00	98,482.50
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41	2.00	A1	200,000.00 100.00%	200,000.00	200,000.00	193,760.32	144,526.00
COMM: COMMERCE BANK	259327W42	AFS	DOUGLAS CO SD #17 NE 41 12/15/41	4.00	AA	250,000.00 100.00%	250,000.00	250,000.00	262,589.75	257,105.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 8/31/2022

Page 12 of 31

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	193,587.50
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41		2.75		275,000.00 100.00%	275,000.00	275,000.00	275,000.00	212,239.50
COMM: COMMERCE BANK	3136AQUZ1	AFS	FNR 2015-92 PA		2.50		1,590,000.00 100.00%	1,590,000.00	462,854.28	463,597.51	441,633.48
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	210,037.50
COMM: COMMERCE BANK	80376KBN2	AFS	SARPY CO SID #334 NE 42		3.70		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	198,752.45
COMM: COMMERCE BANK	25932XEH6	AFS	DOUGLAS CO SID #524 NE 42		4.65		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	248,677.50
COMM: COMMERCE BANK	25929MEM4	AFS	DOUGLAS CO SID #405-R NE 42		3.55		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	224,042.50
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42		4.00	AA-	300,000.00 100.00%	300,000.00	300,000.00	313,730.35	308,100.00
COMM: COMMERCE BANK	122873AR3	AFS	BURT CO SCH DT#0020 NE 42		4.38	A2	250,000.00 100.00%	250,000.00	250,000.00	245,858.25	253,247.50
COMM: COMMERCE BANK	98636PBT6	AFS	YORK CO SCH DT#96 NE 42		4.50	Aa3	250,000.00 100.00%	250,000.00	250,000.00	255,466.33	257,620.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR		3.50	SD0439	1,000,000.00 100.00%	1,000,000.00	634,096.21	694,847.43	619,326.72
63 Securities Pledged To: 1010 - CITY TREASURER								15,705,000.00	14,211,950.49	14,302,878.12	12,677,240.85

CASH IN BANK = \$11,597,003.66

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

8/26/2022 10:48 AM - BLA / JNBT

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
August 31, 2022

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate		Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		
		Moody	State					Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec
PLEDGEE: CITY OF SEWARD (02)										
AGEN	3130AJRQ4		1.000	177048011-1	Cont	6/25/2027				
FHLB	FHLB FIXED RATE NOTE				9/1/2022	6/25/2020	250,000.00	250,000.00	250,000.00	223,642.75
D02/02	AA+	Aaa			100.000	AFS	250,000.00	100.00%	226,667.95	458.33
CMO	3137AWU78		1.250	185157011-1		12/15/2027				
FHR	FHR 4145 AC					12/1/2012	1,500,000.00	1,500,000.00	75,250.37	72,746.38
D02/02						AFS	75,250.37	100.00%	74,923.83	78.39
CMO	3137B0NV2		1.500	185157163-1		9/15/2025				
FHR	FHR 4176 EC					3/1/2013	2,000,000.00	2,000,000.00	81,268.62	78,946.14
D02/02						AFS	81,268.62	100.00%	81,050.77	101.59
GNMA	36176W2B6		4.000	185168920-1		12/15/2026				
GNMA	GNMA POOL 778670					12/1/2011	560,000.00	560,000.00	37,532.48	38,373.22
D02/02						AFS	37,532.48	100.00%	38,517.78	125.11
GNMA	36202ERL5		5.000	185171012-1		3/20/2023				
GNM2	GNMA2 POOL 4091					3/1/2008	500,000.00	500,000.00	2,302.47	2,298.00
D02/02						AFS	2,302.47	100.00%	2,312.16	9.59
GNMA	3620A9QG9		3.500	185171527-1		9/15/2024				
GNMA	GNMA POOL 723255					9/1/2009	750,000.00	750,000.00	17,574.59	17,155.83
D02/02						AFS	17,574.59	100.00%	17,835.28	51.26
GNMA	3620ARB59		3.500	185171588-1		5/15/2025				
GNMA	GNMA POOL 737260					5/1/2010	1,000,000.00	1,000,000.00	34,186.49	33,779.01
D02/02						AFS	34,186.49	100.00%	34,587.00	99.71
MBS	3128MDW74		3.500	177039340-1		12/1/2028				
FGLM	FHLMC POOL G14970					12/1/2013	1,450,000.00	1,450,000.00	232,594.79	231,096.17
D02/02						AFS	232,594.79	100.00%	244,035.54	678.40
MBS	3128MEHL8		5.000	185145155-1		11/1/2024				
FGLM	FHLMC POOL G15435					5/1/2015	557,000.00	557,000.00	70.39	70.02
D02/02						AFS	70.39	100.00%	71.37	0.29
MBS	3128MMLQ4		4.500	185145399-1		12/1/2024				
FGLM	FHLMC POOL G18334					12/1/2009	1,015,000.00	1,015,000.00	11,642.74	11,813.71
D02/02						AFS	11,642.74	100.00%	11,780.34	43.66

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
August 31, 2022

H231
Page 2 of 74

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate Moody	Ticket-P# State	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			
							Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3128PNBR8	4.000	185147186-1		7/1/2024					
FGLM	FHLMC POOL J09948				6/1/2009	1,300,000.00	1,300,000.00	11,934.78	12,119.43	12,119.43
D02/02					AFS	11,934.78	100.00%	12,105.95	39.78	12,159.21
MBS	3128PQ4E8	4.500	185147195-1		2/1/2025					
FGLM	FHLMC POOL J11721				2/1/2010	1,200,000.00	1,200,000.00	16,015.33	16,238.56	16,238.56
D02/02					AFS	16,015.33	100.00%	16,346.91	60.06	16,298.62
MBS	3128Q0GL5	4.000	185147609-1		5/1/2027					
FGLM	FHLMC POOL J19203				5/1/2012	425,000.00	425,000.00	28,082.46	28,529.94	28,529.94
D02/02					AFS	28,082.46	100.00%	29,012.10	93.61	28,623.55
MBS	3132CWKP8	3.000	177046215-1		4/1/2035					
FGLM	FHLMC POOL SB0302				3/1/2020	810,000.00	810,000.00	450,008.71	458,909.58	458,909.58
D02/02					AFS	450,008.71	100.00%	443,410.07	1,125.02	460,034.60
MBS	31335HUG6	6.000	185150272-1		10/1/2022					
FGLM	FHLMC POOL C90583				10/1/2002	700,000.00	700,000.00	26.01	24.95	24.95
D02/02					AFS	26.01	100.00%	26.01	0.13	25.08
MBS	31335HYR8	5.500	185150298-1		10/1/2023					
FGLM	FHLMC POOL C90720				10/1/2003	3,250,000.00	3,250,000.00	8,110.90	7,875.35	7,875.35
D02/02					AFS	8,110.90	100.00%	8,203.60	37.17	7,912.52
MBS	31371LQY8	5.000	185155978-1		6/1/2024					
FNMA	FNMA POOL 255271				5/1/2004	500,000.00	500,000.00	2,323.08	2,362.46	2,362.46
D02/02					AFS	2,323.08	100.00%	2,318.50	9.68	2,372.14
MBS	31375HAP9	2.298	185156211-1		2/1/2026					
FNMV	FNMA ARM POOL 334914				1/1/1996	1,000,000.00	1,000,000.00	552.25	554.62	554.62
D02/02					AFS	552.25	100.00%	553.53	1.06	555.68
MBS	3138AMK38	4.500	185159473-1		7/1/2026					
FNMA	FNMA POOL AI7513				7/1/2011	500,000.00	500,000.00	35,024.85	35,523.95	35,523.95
D02/02					AFS	35,024.85	100.00%	35,904.58	131.34	35,655.29
MBS	3138EJLQ9	4.000	185159924-1		7/1/2027					
FNMA	FNMA POOL AL2134				7/1/2012	443,000.00	443,000.00	33,151.24	33,156.94	33,156.94
D02/02					AFS	33,151.24	100.00%	34,121.41	110.50	33,267.44
MBS	3138EKRM9	3.500	185160071-1		2/1/2028					
FNMA	FNMA POOL AL3191				2/1/2013	500,000.00	500,000.00	43,048.59	42,572.64	42,572.64
D02/02					AFS	43,048.59	100.00%	44,292.28	125.56	42,698.20

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate		Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			
		Moody	State					Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3138EKV4	2.500		185160087-1		4/1/2023					
FNMA	FNMA POOL AL3327					3/1/2013	525,000.00	525,000.00	3,597.45	3,525.82	3,525.82
D02/02						AFS	3,597.45	100.00%	3,602.16	7.49	3,533.31
MBS	3138EKX75	5.500		177039339-1		2/1/2034					
FNMA	FNMA POOL AL3401					3/1/2013	2,000,000.00	2,000,000.00	319,978.26	331,773.99	331,773.99
D02/02						AFS	319,978.26	100.00%	357,969.67	1,466.57	333,240.56
MBS	3138EKXJ9	5.500		177039338-1		1/1/2034					
FNMA	FNMA POOL AL3380					3/1/2013	2,000,000.00	2,000,000.00	258,829.38	288,330.30	268,330.30
D02/02						AFS	258,829.38	100.00%	288,166.80	1,186.30	269,516.60
MBS	3138ELYF4	4.000		185160221-1		10/1/2028					
FNMA	FNMA POOL AL4309					10/1/2013	1,000,000.00	1,000,000.00	83,741.64	84,506.02	84,506.02
D02/02						AFS	83,741.64	100.00%	86,466.82	279.14	84,785.16
MBS	3138EMCY5	4.000		185160242-1		2/1/2027					
FNMA	FNMA POOL AL4586					12/1/2013	575,000.00	575,000.00	34,753.87	34,836.82	34,836.82
D02/02						AFS	34,753.87	100.00%	35,808.84	115.85	34,952.67
MBS	3138EMPD7	3.500		184006560-1		3/1/2029					
FNMA	FNMA POOL AL4919					2/1/2014	2,000,000.00	631,641.94	102,543.80	101,201.33	101,201.33
D02/02						AFS	324,689.66	31.58%	107,569.61	299.09	101,500.41
MBS	3138EQ5H1	3.500		176002956-1		11/1/2030					
FNMA	FNMA POOL AL8047					1/1/2016	1,050,000.00	1,050,000.00	290,149.72	286,341.50	286,341.50
D02/02						AFS	290,149.72	100.00%	307,673.42	846.27	287,187.77
MBS	3138WDU82	3.000		178000698-1		1/1/2030					
FNMA	FNMA POOL AS4206					12/1/2014	1,160,000.00	1,160,000.00	173,620.04	169,956.05	169,956.05
D02/02						AFS	173,620.04	100.00%	181,294.17	434.05	170,390.10
MBS	3140J5EA3	2.500		177039342-1		12/1/2029					
FNMA	FNMA POOL BM1028					3/1/2017	1,750,000.00	1,750,000.00	372,961.72	355,638.20	355,638.20
D02/02						AFS	372,961.72	100.00%	382,303.46	777.00	356,415.20
MBS	3140J5EA3	2.500		185164038-1		12/1/2029					
FNMA	FNMA POOL BM1028					3/1/2017	300,000.00	300,000.00	63,936.29	60,966.54	60,966.54
D02/02						AFS	63,936.29	100.00%	64,153.19	133.20	61,099.74
MBS	3140QGJ99	2.500		177034617-1		12/1/2035					
FNMA	FNMA POOL CA8387					12/1/2020	500,000.00	500,000.00	392,198.65	375,871.56	375,871.56
D02/02						AFS	392,198.65	100.00%	412,560.31	817.08	376,688.64

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
August 31, 2022

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate Moody	Ticket-P# State	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			
							Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS FNMA D02/02	3140X9CH6 FNMA POOL FM5471	2.500	199000173-1		12/1/2035 12/1/2020	465,000.00	465,000.00	360,809.01	345,793.52	345,793.52
					AFS	360,809.01	100.00%	378,851.08	751.69	346,545.21
MBS FNMA D02/02	3140X9LK9 FNMA POOL FM5729	3.000	177020855-1		1/1/2041 1/1/2021	500,000.00	500,000.00	300,760.74	282,007.36	282,007.36
					AFS	300,760.74	100.00%	319,041.09	751.90	282,759.26
MBS FNMA D02/02	31412P2K6 FNMA POOL 931478	4.500	185164602-1		7/1/2024 6/1/2009	2,900,000.00	2,900,000.00	25,419.54	25,757.31	25,757.31
					AFS	25,419.54	100.00%	25,800.83	95.32	25,852.63
MBS FNMA D02/02	31417SAL4 FNMA POOL AC5410	4.500	185165282-1		10/1/2024 10/1/2009	2,040,000.00	2,040,000.00	30,700.69	31,104.74	31,104.74
					AFS	30,700.69	100.00%	31,244.55	115.13	31,219.87
MBS FNMA D02/02	31418AAC2 FNMA POOL MA0902	3.000	185165786-1		11/1/2026 10/1/2011	1,000,000.00	1,000,000.00	36,232.30	35,021.69	35,021.69
					AFS	36,232.30	100.00%	36,555.71	90.58	35,112.27
MBS FNMA D02/02	31418AKN7 FNMA POOL MA1200	3.000	177011537-1		10/1/2032 9/1/2012	800,000.00	800,000.00	132,344.23	127,915.33	127,915.33
					AFS	132,344.23	100.00%	139,238.75	330.86	128,246.19
MBS FNMA D02/02	31418AQY7 FNMA POOL MA1370	2.500	185166318-1		3/1/2023 2/1/2013	500,000.00	500,000.00	3,649.75	3,577.04	3,577.04
					AFS	3,649.75	100.00%	3,654.51	7.60	3,584.64
MBS FNMA D02/02	31418AVK1 FNMA POOL MA1517	3.000	177039341-1		7/1/2028 6/1/2013	1,000,000.00	1,000,000.00	158,882.96	155,650.48	155,650.48
					AFS	158,882.96	100.00%	163,102.12	397.21	156,047.69
MBS FNMA D02/02	31418AYS1 FNMA POOL MA1620	2.500	185166625-1		10/1/2023 9/1/2013	587,000.00	587,000.00	12,764.47	12,507.57	12,507.57
					AFS	12,764.47	100.00%	12,798.55	26.59	12,534.16
MBS FNMA D02/02	31418B5R3 FNMA POOL.MA2655	4.000	177020853-1		6/1/2036 5/1/2016	410,000.00	410,000.00	101,085.91	99,438.22	99,438.22
					AFS	101,085.91	100.00%	108,294.12	336.95	99,775.17
MBS FNMA D02/02	31418DRM6 FNMA POOL MA4091	2.000	177046216-1		8/1/2030 7/1/2020	610,000.00	610,000.00	323,190.71	301,631.31	301,631.31
					AFS	323,190.71	100.00%	311,984.96	538.65	302,169.96

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
August 31, 2022

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			
								Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS FNMA D02/02	31418DT77 FNMA POOL MA4173	2.000		177023307-1		11/1/2030 10/1/2020 AFS	771,122.00 475,960.80	771,122.00 100.00%	475,960.80 491,546.14	444,188.36 793.27	444,188.36 444,981.63
MBS FNMA D02/02	31418DZ96 FNMA POOL MA4367	1.500		184010674-1		6/1/2031 5/1/2021 AFS	500,000.00 400,962.32	500,000.00 100.00%	400,962.32 408,827.86	367,811.02 501.20	367,811.02 368,312.22
MBS FNMA D02/02	31418EA83 FNMA POOL MA4530	1.500		177048016-1		2/1/2032 1/1/2022 AFS	179,142.00 165,273.55	167,163.35 93.31%	154,222.24 145,169.19	142,177.08 192.78	142,177.08 142,369.85
MUNI GO D02/02	25887CAZ1 DOUGLAS CNTY NEB S&I #540	2.250	NE	177039343-1	Cont 1/1/2027	1/1/2034 1/5/2022	120,000.00 100.000	120,000.00 100.00%	120,000.00 120,000.00	102,429.60 450.00	102,429.60 102,879.60
MUNI GO D02/02	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS	3.100	NE	185142828-1	Contin 9/1/2022	8/15/2030 6/15/2016	150,000.00 100.000	150,000.00 100.00%	150,000.00 150,000.00	144,580.50 206.67	144,580.50 144,787.17
MUNI GO D02/02	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427	2.700	NE	185142831-1	Contin 11/15/2022	11/15/2026 11/15/2017	280,000.00 100.000	280,000.00 100.00%	280,000.00 280,000.00	273,459.20 2,226.00	273,459.20 275,685.20
MUNI GO D02/02	259305DT4 DOUGLAS CNTY NEB S&I #499	2.500	NE	178003667-1	Cont 3/1/2027	3/1/2036 3/1/2022	150,000.00 100.000	150,000.00 100.00%	150,000.00 150,000.00	128,388.00 1,875.00	128,388.00 130,263.00
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421	2.900	NE	184003054-1	Cont 5/15/2025	11/15/2036 5/19/2020	50,000.00 100.000	50,000.00 100.00%	50,000.00 50,000.00	50,207.00 426.94	50,207.00 50,633.94
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI	2.750	NE	184010678-1	Cont 5/1/2026	5/1/2035 5/3/2021	175,000.00 100.000	175,000.00 100.00%	175,000.00 175,000.00	144,098.50 1,604.17	144,098.50 145,702.67
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT	2.700	NE	185142862-1	Contin 9/1/2022	11/15/2028 11/15/2016	170,000.00 100.000	170,000.00 100.00%	170,000.00 170,000.00	163,893.60 1,351.50	163,893.60 165,245.10
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT	3.500	NE	185142866-1	Contin 9/1/2022	8/15/2032 7/27/2017	50,000.00 100.000	50,000.00 100.00%	50,000.00 50,000.00	47,817.50 77.78	47,817.50 47,895.28

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
August 31, 2022

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			
								Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471	2.350	NE	177020849-1	Cont 2/15/2026 100.000	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	86,569.00 104.44	86,569.00 86,673.44
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI	3.000	NE	184003099-1	Cont 5/15/2025 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	146,782.50 1,325.00	146,782.50 148,107.50
MUNI GO D02/02	25936RBY1 DOUGLAS CNTY NEB S&I #537	2.400	NE	177039345-1	Cont 1/15/2027 100.000	1/15/2039 1/21/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	114,079.50 460.00	114,079.50 114,539.50
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV	1.850	NE	184010461-1	Cont 4/29/2026 100.000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	84,071.00 390.56	84,071.00 84,461.56
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS	2.400	NE	185176896-1	Contin 9/1/2022 100.000	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	99,847.00 506.67	99,847.00 100,353.67
MUNI GMCP D02/02	497593DJ9 KIRKWOOD CMNTY COLLEGE IOWA CT AA	4.000	IA	177032959-1	Cont 6/1/2029 100.000	6/1/2034 3/23/2020 AFS	365,000.00 365,000.00	365,000.00 100.00%	365,000.00 428,482.50	379,483.20 3,650.00	379,483.20 383,133.20
MUNI GO D02/02	505318QS7 LA VISTA NE	2.650	NE	185179244-1	Contin 9/1/2022 100.000	11/15/2024 12/31/2014 AFS	115,000.00 115,000.00	115,000.00 100.00%	115,000.00 115,000.00	115,001.15 897.32	115,001.15 115,898.47
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST	3.150	NE	185181069-1	Contin 9/1/2022 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	99,671.00 665.00	99,671.00 100,336.00
MUNI GO D02/02	652810G22 NEWTON IOWA AA	3.000	IA	182011996-1	Cont 6/1/2029 100.000	6/1/2033 4/20/2022 AFS	185,000.00 185,000.00	185,000.00 100.00%	185,000.00 190,707.48	185,079.55 2,019.58	185,079.55 187,099.13
MUNI REV D02/02	71366VKE9 PERENNIAL PUB PWR DIST NEB ELE	1.800	NE	177020856-1	Cont 2/17/2026 100.000	12/15/2036 2/17/2021 AFS	210,000.00 210,000.00	210,000.00 100.00%	210,000.00 210,000.00	177,552.90 798.00	177,552.90 178,350.90
MUNI GO D02/02	80373YER3 SARPY CNTY NEB S&I #158	2.800	NE	182012079-1	Cont 4/15/2027 100.000	10/15/2035 4/19/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	127,488.00 1,540.00	127,488.00 129,028.00

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
August 31, 2022

Report Sequence: sgrp, CUSIP, Ticket

SGrp Styp Loc/PI	CUSIP Description S&P	Rate		Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			
		Moody	State					Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST	3.250	NE	185187210-1	Contin 9/1/2022 100.000	10/15/2023 10/15/2012 AFS	200,000.00 200,000.00	200,000.00 200,000.00	200,000.00 200,000.00	200,112.00 2,455.56	200,112.00 202,567.56
MUNI GO D02/02	80377BKT8 SARPY CNTY NEB S&I DIST #264	2.350	NE	184010680-1	Cont 5/3/2026 100.000	8/15/2034 5/3/2021 AFS	180,000.00 180,000.00	180,000.00 180,000.00	180,000.00 180,000.00	154,486.80 188.00	154,486.80 154,674.80
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST	2.800	NE	185187220-1	Contin 9/1/2022 100.000	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 85,000.00	85,000.00 85,000.00	82,406.65 700.78	82,406.65 83,107.43
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST	2.900	NE	185187221-1	Contin 9/1/2022 100.000	11/15/2029 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 85,000.00	85,000.00 85,000.00	82,898.80 725.81	82,898.80 83,624.61
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST	3.850	NE	185187230-1	Contin 4/15/2023 100.000	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85,000.00 85,000.00	85,000.00 85,000.00	82,393.90 1,236.28	82,393.90 83,630.18
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243	2.700	NE	177011631-1	Cont 8/15/2025 100.000	8/15/2038 8/19/2020 AFS	290,000.00 290,000.00	290,000.00 290,000.00	290,000.00 290,000.00	234,885.50 348.00	234,885.50 235,233.50
MUNI GO D02/02	80379KEN6 SARPY CNTY NEB SAN & IMPT #272	2.300	NE	177018881-1	Cont 12/15/2025 100.000	12/15/2034 1/11/2021 AFS	50,000.00 50,000.00	50,000.00 50,000.00	50,000.00 50,000.00	41,340.50 242.78	41,340.50 41,583.28
MUNI GO D02/02	810140LP6 SCOTTS BLUFF CNTY NEB	2.550	NE	182012068-1	Cont 4/21/2027 100.000	1/15/2034 4/21/2022 AFS	250,000.00 250,000.00	250,000.00 250,000.00	250,000.00 250,000.00	231,140.00 814.58	231,140.00 231,954.58
MUNI GO D02/02	81847ELJ3 SEWARD NE	2.150	NE	185187544-1	Contin 9/1/2022 100.000	12/15/2022 3/27/2012 AFS	100,000.00 100,000.00	100,000.00 100,000.00	100,000.00 100,000.00	99,878.00 453.89	99,878.00 100,331.89
MUNI GO D02/02	81847ELK0 SEWARD NE	2.350	NE	185187545-1	Contin 9/1/2022 100.000	12/15/2023 5/18/2012 AFS	95,000.00 95,000.00	95,000.00 95,000.00	95,000.00 95,000.00	94,801.45 471.31	94,801.45 95,272.76
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH	3.550	NE	185187553-1	Contin 9/1/2022 100.000	1/15/2024 9/1/2011 AFS	70,000.00 70,000.00	70,000.00 70,000.00	70,000.00 70,000.00	70,064.40 317.53	70,064.40 70,381.93

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
August 31, 2022

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values				
								Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value	
MUNI REV D02/02	818483EQ8 SEWARD NE ELEC REV	2.350	NE	185187554-1	Cont 9/1/2022 100.000	2/15/2023 3/27/2012 AFS	110,000.00 110,000.00	110,000.00 100.00%	110,000.00	109,877.90 114.89	109,877.90 109,992.79	
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV	2.450	NE	185187557-1	Cont 9/1/2022 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00	146,088.00 163.33	146,088.00 146,251.33	
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB	2.500	NE	184003102-1	Cont 5/28/2025 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 197,361.43	170,584.00 1,055.56	170,584.00 171,639.56	
TAX TAXGO D02/02	534239FX1 LINCOLN NEB	3.000	NE	177045043-1		7/15/2026 8/20/2020 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 99,454.12	97,199.00 383.33	97,199.00 97,582.33	
TAX TAXGO D02/02	61778RBT8 MORRILL CNTY NEB SCH DIST #63	1.937	NE	177020846-1	Cont 12/1/2025 100.000	12/1/2031 2/25/2021 AFS	210,000.00 210,000.00	210,000.00 100.00%	210,000.00 210,000.00	169,978.20 1,016.93	169,978.20 170,995.13	
TAX TAXREV D02/02	68189TBA3 OMAHA NEB SPL OBLIG	6.400	NE	185184294-1		2/1/2026 3/25/2008 AFS	45,000.00 45,000.00	35,000.00 77.78%	35,000.00 35,000.00	35,747.60 186.67	35,747.60 35,934.27	
TD CD D02/02	02007GXG3 ALLY BANK CD	3.450		177049980-1		8/4/2026 8/4/2022 AFS	245,000.00 245,000.00	245,000.00 100.00%	245,000.00 245,000.00	245,000.00 648.41	245,000.00 245,648.41	
TD CD D02/02	02589AC42 AMERICAN EXPR NATL BK CD	2.650		182012070-1		4/6/2027 4/6/2022 AFS	245,000.00 245,000.00	245,000.00 100.00%	245,000.00 245,000.00	245,000.00 2,669.14	245,000.00 247,669.14	
TD CD D02/02	89235MNH0 TOYOTA FINANCIAL SGS BK CD	3.200		177046219-1		5/17/2027 5/17/2022 AFS	245,000.00 245,000.00	245,000.00 100.00%	245,000.00 245,000.00	245,000.00 2,298.30	245,000.00 247,298.30	
TRSY NOTE D02/02	91282CDQ1 U.S. TREASURY NOTE	1.250		177038199-1		12/31/2026 12/31/2021 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 249,693.22	229,453.13 534.99	229,453.13 229,988.12	
CITY OF SEWARD									50,101,927.29	12,133,997.63 12,377,453.63	11,534,153.33 52,272.70	11,534,153.33 11,586,426.03

CASH IN BANK = \$11,992,171.75

+ 430,487.36

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed. **TOTAL** \$11,964,640.69

CITICORP

TREASURER'S REPORT		MONTH OF: AUGUST 2022				
VARIANCE AT: 91.67%						
	REVENUE	CURRENT YTD		UNRECEIPTED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	11,140,850	10,376,441	93%	764,409	9,766,478	609,963
ELEC BOND PYMT						
WATER	2,814,772	2,696,527	96%	118,245	1,965,167	731,360
WATER BOND PYMTS						
WATER SINKING FUND	20,000	20,000	100%	- 0 -	20,000	- 0 -
WASTEWATER TREATMENT	1,621,264	1,759,577	109%	(138,313)	1,624,620	134,957
WWTW BOND PYMT						
WWTW SINKING FUND	15,000	15,000	100%	- 0 -	15,000	- 0 -
TOTAL BUSINESS-TYPE FUNDS	15,611,886	14,867,545	95%	744,341	13,391,265	1,476,280
GENERAL (LESS DONATIONS)						
DONATIONS						
LEGAL						
POLICE	7,900	70,715	895%	(62,815)	203,053	(132,339)
E911						
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
STREET	2,060,578	2,598,208	126%	(537,630)	1,944,393	653,815
STREET STP	149,947	188,126	125%	(38,179)	145,320	42,806
DEBT SERVICE	875,448	885,180	101%	(9,732)	843,939	41,241
RAIL CAMPUS	- 0 -	248,815	0%	(248,815)	696,773	(447,959)
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	300,000	20,698	7%	279,302	87,868	(67,170)
BLDGS & GRDS (CITY HALL)	36,000	48,358	134%	(12,358)	33,000	15,358
CIVIC CENTER	266,671	156,467	59%	110,204	145,676	10,791
LIBRARY	74,583	266,562	357%	(191,979)	55,645	210,918
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PUBLIC PROPERTIES	26,250	96,713	368%	(70,463)	32,549	64,164
CEMETERY	50,000	66,425	133%	(16,425)	68,866	(2,441)
GOLF COURSE	279,100	408,091	146%	(128,991)	392,677	15,415
NEW PARK DEVELOPMENT	70	98	140%	(28)	65	33
NEW CEMETERY DEVELOPMENT	180	295	164%	(115)	194	101
GUTHMAN TRUST - REGULAR	260	285	110%	(25)	275	10
GUTHMAN TRUST - PAVING	20	31	156%	(11)	20	11
PERPETUAL CARE - PRINCIPAL	7,000	10,350	148%	(3,350)	9,450	900
PERPETUAL CARE - INTEREST	220	378	172%	(158)	232	146
BLDGS & GRDS (OTHER)	- 0 -	7,559	0%	(7,559)	- 0 -	7,559
BUILDING INSPECTION	95,550	196,716	206%	(101,166)	113,142	83,574
FIRE (LESS DONATIONS)	50,000	2,376	5%	47,624	- 0 -	2,376
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
FIRE EQUIPMENT SINKING FUND	62,800	17,945	29%	44,855	17,268	678
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,100	46,214	906%	(41,114)	3,114	43,100
ENGINEER	116,416	- 0 -	0%	- 0 -	107,037	(107,037)
DOWDING POOL (LESS DONATIONS)	80,050	119,371	149%	(39,321)	83,806	35,565
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -
CONCESSION STAND	800	900	113%	(100)	700	200
SWIMMING LESSONS	17,000	15,280	90%	1,720	14,309	971
RECREATION	35,650	35,408	99%	242	32,141	3,267
SPORTS COMPLEX LIGHTS	43	61	141%	(18)	40	21
SENIOR CENTER	75,500	111,280	147%	(35,780)	50,166	61,114
SENIOR SHUTTLE	3,239	3,291	102%	(52)	451	2,839
RECYCLING	1,000	9,424	0%	(8,424)	4,965	4,459
ECONOMIC DEVELOPMENT	278,595	232,872	84%	45,723	248,796	(15,924)
TAX INCREMENT FINANCING	424,349	527,659	124%	(103,310)	285,594	242,065
GENERAL REVENUES	4,724,139	3,475,857	74%	1,248,282	(4,175,269)	7,651,125
TOTAL GOVERNMENTAL FUNDS	10,305,458	9,868,006	96%	321,036	1,446,253	8,421,753
(UNAUDITED)						

TREASURER'S REPORT		MONTH OF: AUGUST 2022				
VARIANCE AT: 91.67%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	11,308,038	8,910,997	79%	2,397,041	8,492,957	418,040
ELEC BOND PYMT	494,905	494,905	100%	- 0 -	498,086	(3,181)
WATER	4,266,596	1,450,454	34%	2,816,142	1,599,675	(149,221)
WATER BOND PYMTS	329,284	329,284	100%	0	376,524	(47,240)
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
WASTEWATER TREATMENT	2,456,620	1,490,822	61%	965,798	1,227,906	262,916
WWTW BOND PYMT	290,258	290,258	100%	1	298,772	(8,515)
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	19,145,701	12,966,719	68%	6,178,982	12,493,920	472,799
GENERAL (LESS DONATIONS)	1,389,181	1,162,951	84%	226,230	958,957	203,994
DONATIONS	100,000	4,110	4%	95,890	16,288	(12,178)
LEGAL	71,963	63,376	88%	8,587	61,194	2,183
POLICE	1,543,421	1,285,728	83%	257,693	1,142,428	143,300
E911	191,391	175,442	92%	15,949	211,389	(35,947)
POLICE EQUITABLE SHARING	100,000	6,770	7%	93,230	1,480	5,290
STREET	3,710,579	2,284,300	62%	1,426,279	1,964,091	320,209
STP FUNDS	149,944	154,462	103%	(4,518)	145,318	9,145
DEBT SERVICE	1,073,948	1,012,778	94%	61,170	982,851	29,928
RAIL CAMPUS	15,500	12,341	80%	3,159	504,519	(492,178)
CDBG ECON. DEV. LOAN FUND	- 0 -	27	0%	(27)	- 0 -	27
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG-DOWNTOWN REVITAL GRANT	300,000	20,698	7%	279,302	90,293	(69,595)
BLDGS & GRDS (CITY HALL)	36,759	24,531	67%	12,228	25,563	(1,032)
CIVIC CENTER	266,671	131,925	49%	134,746	157,532	(25,607)
LIBRARY	614,985	498,954	81%	116,031	506,362	(7,407)
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PUBLIC PROPERTIES	493,036	416,452	84%	76,584	386,618	29,834
CEMETERY	208,460	176,278	85%	32,182	164,044	12,234
GOLF COURSE	547,909	487,593	89%	60,316	439,362	48,231
NEW PARK DEVELOPMENT	100	195	0%	(95)	100	94
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
GUTHMAN TRUST - REGULAR	145	145	100%	- 0 -	145	- 0 -
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BLDGS & GRDS (OTHER)	11,050	10,715	97%	335	9,640	1,075
BUILDING INSPECTION	109,853	79,765	73%	30,088	65,172	14,594
FIRE (LESS DONATIONS)	334,890	106,092	32%	228,798	101,983	4,109
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
TREE BOARD	12,550	585	5%	11,965	226	359
PLANNING COMMISSION	27,666	19,977	72%	7,689	13,474	6,502
ENGINEER	153,887	134,729	88%	- 0 -	127,028	7,701
DOWDING POOL (LESS DONATIONS)	257,488	238,045	92%	19,443	257,635	(19,590)
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SWIMMING LESSONS	13,858	10,139	73%	3,719	6,582	3,556
RECREATION	320,321	284,583	89%	35,738	259,272	25,311
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SENIOR CENTER	177,650	149,870	84%	27,780	119,121	30,750
SENIOR SHUTTLE	3,239	4,520	140%	(1,281)	2,608	1,912
RECYCLING	113,141	19,356	17%	93,785	28,019	(8,663)
ECONOMIC DEVELOPMENT	278,595	105,455	38%	173,140	120,032	(14,576)
TAX INCREMENT FINANCING	415,999	535,973	129%	(119,974)	303,928	232,045
TOTAL GOVERNMENTAL FUNDS	13,145,179	9,618,862	73%	3,507,160	9,173,255	445,607
(UNAUDITED)						

3. Claims & Payables Reports

CLAIMS LIST

9-20-22

COUNCIL MEETING

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

All Copy Products Inc	MA	23.68
Ackerman Rock & Gravel	MA	1,402.11
ADE	SU	93.00
AKRS Equipment Inc	RE	1,525.15
All States Hail Team	RE	8,579.70
Amazon.Com Credit Service	SU	660.82
ARPS	CI	13,251.00
Badger Meter	SE	215.51
Baker & Taylor	SU	1,651.20
Baker Becky J	MI	75.00
Barco Municipal Products	SU	344.28
Bizco Technologies	IT	7,235.08
Black Hills Energy	UT	1,140.69
Border States Industries	SU	3,628.84
Campbell Cleaning	SE	350.00
Capital Business-Cheyenne	MA	9.84
Carroll Construction Supp	TO	1,444.84
City Seward Merchant Serv	SE	3,806.34
City Seward Payroll Accou	SA	166,873.20
City Seward Perpetual Fd	SL	450.00
City Seward VFD	RI	631.00
Commonwealth Electric Co	GU	13,090.00
Constellation Newenergy	UT	62.42
Continental Fire/Alarm/De	BU	300.00
Convergint Technologies	BU	415.65
Cuttin It Close Lawncare	GU	1,140.00
Electronic Contracting Co	BU	9,747.52
Electro-Test & Maintenanc	FA	114,262.00
Faller Landscape	GU	316.80
Farmers Coop Seward	GS	11,778.79
Fast Mart	GS	196.05
First Wireless Inc	RE	250.00
Foreup Golf Software Inc	IT	455.00
Gerhold Concrete Co Inc	CI	3,255.60
Great Plains Communicatio	SE	490.00
Gurney	OP	5,727.42
H&S Plumb Heat & Air Inc	BU	7,939.59
Hach Company	SU	156.46
Hawkins Inc	SU	1,238.46

Herrold Pat	RI	500.00
Hobson Automotive & Tire	RE	82.00
Husker Electric Supply Co	SU	1,412.40
Jackson Services Inc	SU	94.88
JEO Consulting Group	CI	17,371.25
Jones Automotive	RE	412.87
K & Z Distributing	SU	217.80
Last Mile Network Consult	IT	90.00
Lee's Refrigeration	BU	1,764.47
Lincoln Winwater Works	RE	12,445.96
M C 2 Inc	RE	3,236.67
Marlin'S Plumbing Heating	BU	58.85
Memorial Health Care Syst	SE	100.70
Metering & Technology Sol	RE	42.48
Metzger Tristen	MC	140.00
Mid-American Benefits Inc	BE	1,012.24
Midwest Auto Parts	SU	152.62
Midwest Automotive Inc	RE	1,663.53
Midwest Laboratories Inc	MA	800.38
Midwest Petroleum Equip	FA	12,346.25
Midwest Turf & Irrigation	RE	78.17
Mitylite Inc	FA	3,217.00
Municipal Supply Omaha	IV	8,446.50
Nebrascut Lawn Care	GU	286.78
Nebraska Golf & Turf	RE	54.12
Nebraska Golf Association	MS	23.00
Nebraska Nursery & Landsc	TG	50.00
Nebraska Safety Council	MS	412.00
Nebraska Treasurer	OP	7.32
Nifco Mechanical Systems	BU	200.00
Norris Public Power Distr	UT	1,062.00
Olsson	SE	770.76
One Source Background Che	SE	110.00
Orscheln Farm & Home	SU	343.19
Pac 'N' Save Discount Foo	ML	3,790.56
Paper Tiger Shredding	SE	30.00
Pitney Bowes Inc	SU	76.49
Quality Brands Of Lincoln	SU	747.60
Regulatory Software Srvcs	MS	948.00
Resco	IV	48,742.72
Riverside Portables Llc	SE	225.00
Sam'S Club (Lib-Rec-Pool)	SU	45.28
Sargent Drilling Inc	CI	234,799.50
Schemmer Architects Engin	CI	9,127.63
Schranz Jacquelyn	MI	70.00
Schweitzer Farms & Sales	FA	3,600.00
Seward County Chamber & D	MC	1,003.03
Seward County Clerk/Reg D	PU	120.00
Seward County Independent	PU	886.63
Seward County Treasurer	SE	15,949.25

Seward Lumber & Home Cent	SU	1,180.10
Seward Municipal Band Acc	OP	6,000.00
Seward Public Schools	MC	363.20
Seward Volunteer Fire Dep	TR	12,105.66
Seward Wind LLC	UT	28,861.37
Siteone Landscape Supply	GU	281.49
Skarshaug Testing Laborat	SU	347.95
Sparetime Lounge & Grill	ML	969.00
Spickelmier & Son Inc	SU	2,270.00
Sports Express	UN	363.50
State Distributing Co	SU	118.40
Thiele Geotech Inc	CI	12,471.00
Total Fire & Security Inc	BU	303.00
U S Postal Service	MS	4,500.00
Utility Equipment Company	TO	959.12
Verizon Wireless	SE	765.71
Visa - Pinnacle Bank		1,768.39
ARSL	MS	75.00
Bluestem Network	MS	115.00
Demco	SU	256.89
Electronic Contracting	RE	240.00
Grey House Publishing	SU	265.50
Harlequin	SU	54.58
Jostens	SU	52.49
NLA	MS	210.00
Pizza Hut	ML	171.03
Sam's Club	SU	184.06
Valentino's	ML	34.24
Walmart	SU	93.57
Zoom	MS	16.03
Voehl Cindy	MI	21.88
Wesco Distribution Inc	CI	16,331.52
White Cap	SU	76.17
Windstream Nebraska Inc	SE	1,881.78
York Equipment	RE	101.92
	CLAIMS TOTAL	\$865,422.08

4. Police Department Report



City of Seward Police Department

Monthly Statistics August 2022

Service Calls	517
Accidents	6
Arrests	4
Citations	29
Warnings	85
Parking Tickets	43

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

5. Draft Minutes of September 6th City Council Meetings

September 6, 2022

The Seward City Council met at 7:16 p.m.—at the conclusion of the preceding budget hearing—on Tuesday, September 6, 2022, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Jonathon Wilken. Councilmember Absent: Matt Stryson. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Finance Director Nick Wolf, and Chief of Police Brian Peters.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$1,316,585.81)
2. Seward County Chamber & Development Partnership Report
3. Draft Minutes of August 16, 2022, Council Meeting

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

PUBLIC HEARINGS

1. CONSIDERATION OF ACQUISITION OF REAL ESTATE COMMONLY REFERRED TO AS 341 N 6TH STREET AND LEGALLY DESCRIBED AS LOTS 1-2, BLOCK 41, SEWARD CLOYD’S ADDITION, CITY OF SEWARD, NEBRASKA FROM JEFFREY AND JANNA SPAHR

City Administrator Greg Butcher noted the purchase of this property was discussed at the August 16th City Council meeting and will require a public hearing prior to purchase. Further, Mr. Butcher stated that acquisition of this property has always been an objective of the Civic Center Commission and the City of Seward. Possible uses for the space include expansion of Civic Center spaces, offices for the Seward County Chamber & Development Partnership (SCCDP), or City offices. Depending on the determined use of the space, the Civic Center trust or SCCDP may purchase the property from the City at a future date.

Mayor Eickmeier opened the public hearing at 7:22 p.m. With no public comment received, the public hearing was closed at 7:22 p.m.

A. CONSIDERATION OF A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO ACQUISITION OF REAL ESTATE

Councilmember Kamprath introduced **Resolution 2022-25**, to authorize the Mayor to execute all documents related to the acquisition of real estate for the property at 341 N 6th Street. Councilmember Beck moved, seconded by Councilmember Wilken, to approve Resolution 2022-25.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF AN OFFER RECEIVED TO PURCHASE LAND WITHIN THE COMMERCIAL RAIL CAMPUS DEVELOPMENT AREA, LEGALLY DESCRIBED AS LOT 1, SEWARD RAIL CAMPUS PUD FIRST ADDITION, CORRECTED, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

Mr. Butcher identified this parcel of land as located directly to the north of the Hillcrest Evangelical Free Church and south of Worthman Creek. The Church approached the City with an offer to purchase the land and during the strategy session of the August 2nd Council Meeting, the Council provided negotiating guidance to City Attorney Hoffschneider. Further, he noted the City had not received any commercial interest in development of this parcel of the Rail Campus.

A. CONSIDERATION OF A PURCHASE AGREEMENT WITH HILLCREST EVANGELICAL FREE CHURCH

Councilmember Kamprath moved, seconded by Councilmember Singleton, to approve the purchase agreement with Hillcrest Evangelical Free Church as presented.

September 6, 2022

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

B. CONSIDERATION OF AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO HILLCREST EVANGELICAL FREE CHURCH

Councilmember Kolterman introduced Ordinance No. 2022-14. Councilmember Miller moved, seconded by Councilmember Kamprath to dispense with the statutory rule. Councilmember Kolterman moved, seconded by Councilmember Miller, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2022-14, AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO HILLCREST EVANGELICAL FREE CHURCH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

2. FISCAL YEAR 2023 BUDGET ADOPTION:

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

Finance Director Nick Wolf noted that approval of the 1% increase in restricted funds—comprised of property and sales tax—would allow the City to levy the tax if needed and that approval is recommended by the City’s auditing firm.

Councilmember Kolterman moved, seconded by Councilmember Beck, to approve an additional one percent (1%) increase in restricted funds.

Aye: Beck, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: Hendrix. Absent: Stryson Motion carried.

B. APPROVAL OF THE MUNICIPAL BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2023 AND AUTHORIZE THE FILING OF BUDGET FORMS

City Administrator Butcher noted that the statutorily required public meeting was held preceding the current meeting and that the budget was presented at the August 16th City Council meeting.

Councilmember Beck moved, seconded by Councilmember Kolterman, to approve the municipal budget for the City of Seward for fiscal year 2023 and authorize the filing of budget forms.

Aye: Beck, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: Hendrix. Absent: Stryson Motion carried.

C. RESOLUTION SETTING THE 2022-2023 PROPERTY TAX REQUEST FOR THE CITY OF SEWARD

Councilmember Kolterman introduced **Resolution 2022-26**, to set the 2022-2023 property tax request for the City of Seward. Councilmember Wilken moved, seconded by Councilmember Kolterman, to approve Resolution 2022-26.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

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

Councilmember Kolterman introduced Ordinance No. 2022-15. Councilmember Miller moved, seconded by Councilmember Kamprath to dispense with the statutory rule. Councilmember Beck moved, seconded by Councilmember Kolterman, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2022-15, AN ORDINANCE TO ADOPT THE BUDGET STATEMENTS TO BE TERMED THE BUDGET AND ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES, WHICH INCLUDES AN ADDITIONAL ONE PERCENT (1%) INCREASE IN RESTRICTED FUNDS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.**

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

September 6, 2022

3. CONSIDERATION OF AN ORDINANCE TO AMEND CITY CODE 382-11.1 'GOLF CARTS' AND CITY CODE 382-10.2 'OPERATION OF ALL-TERRAIN & UTILITY-TYPE VEHICLES'

Mr. Butcher noted that due to Council recommendation from the June 7th meeting, an ordinance has been drafted to consider allowance for broader use of golf carts. Additionally, Mayor Eickmeier suggested that clarification regarding the operation of low-speed vehicles be included as well. Mayor Eickmeier expressed his concern for the safety of drivers if use is more broadly expanded. Councilmember Kolterman suggested a change to the drafted ordinance to include restrictions for operation on arterial streets or other high-traffic areas. Additionally, Councilmember Kamprath suggested that an updated draft include requirement for a flag on these vehicles.

Councilmember Kolterman moved, seconded by Councilmember Kamprath, to table the consideration of Ordinance No. 2022-16 until an amended draft ordinance could be presented.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

Councilmember Beck moved, seconded by Councilmember Kolterman that all ordinances be added to the permanent record.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

4. AWARD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DOWNTOWN REVITALIZATION PROGRAM (21DTR011) FORGIVABLE LOANS

Mr. Butcher noted that these applications were presented and recommended by the Downtown Revitalization (DTR) Committee. Additionally, he noted that as per the Nebraska State Historical Preservation Office (SHPO), the City may consider passage of an ordinance identifying design on items for revitalization, which would then promote consistency in appearance.

A. JOSH DELCAMP, 132 S 5TH STREET - \$50,000.00 (75% OF PROJECT)

Councilmember Singleton moved, seconded by Councilmember Miller, to approve the application from Josh Delcamp as presented.

Aye: Beck, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Abstain: Hendrix Absent: Stryson Motion carried.

B. DEIREN & CYNTHIA WANG, 625 SEWARD STREET - \$13,848.75 (75% OF PROJECT)

Councilmember Miller moved, seconded by Councilmember Singleton, to approve the application from Deiren and Cynthia Wang as presented.

Aye: Beck, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Abstain: Hendrix Absent: Stryson Motion carried.

5. UPDATE ON THE WELLNESS CENTER

Mr. Butcher noted the Request for Qualifications for design services (as approved at the August 16th Council meeting) was active and proposals due by September 16, 2022 with a selection process to follow. More grant application opportunities are under consideration.

CITY ADMINISTRATOR'S REPORT

Councilmember Kamprath moved, seconded by Councilmember Singleton, that City Administrator Butcher's report of September 6, 2022, be accepted.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

ANNOUNCEMENT OF UPCOMING EVENTS

September 24 – 'Gathering on the Bricks' Event (hosted by SCCDP)
September 25 – 'Farm to Table' Event (hosted by SCCDP)

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Wilken, that the September 6, 2022, City Council Meeting be adjourned.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.
Nay: None. Absent: Stryson Motion carried.

September 6, 2022

Adjourned approximately 8:05 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

September 6, 2022

The Seward City Council met for a budget hearing at 7:00 p.m. on Tuesday, September 6, 2022, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Jonathon Wilken. Councilmember Absent: Matt Stryson. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Finance Director Nick Wolf, and Chief of Police Brian Peters.

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

PUBLIC HEARINGS

1. NOTICE OF HEARING AND BUDGET SUMMARY FOR THE PURPOSE OF HEARING SUPPORT, OPPOSITION, CRITICISM, SUGGESTIONS OR OBSERVATIONS OF TAXPAYERS RELATING TO THE PROPOSED BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2023

City Administrator Butcher stated that pursuant to LB148, a special budget hearing is to be held separately from a regular meeting and not limited by time. An overview of the budget was presented at the August 16, 2022 City Council meeting. Finance Director Nick Wolf provided a few highlights from the proposed budget for FY2023: a City levy of \$0.299 (reduced from \$0.318 in previous year) plus the Airport Authority levy of \$0.035 for a total of \$0.334 per \$100 of property value with an actual valuation factor of \$614 million; a 5% cost-of-living increase for employee salaries plus comparability updates as approved by the Council at the August 16th meeting; creation of one (1) additional FTE for a total of 60 FTE's; inclusion of a 2.5% allowable increase in restricted funds with an additional 1% in restricted budget authority; an increased local option sales tax from 1.5% to 2.0% effective January 1, 2023 to fund construction of a wellness center as approved by voters at the May 10th election; no increases to electric and water utility rates, but a 15% rate increase in wastewater utility rates to fund construction of a wastewater treatment facility; and an elimination of wastewater franchise fees.

Mayor Eickmeier opened the public hearing at 7:11 p.m. With no public comment received, the public hearing was closed at 7:11 p.m.

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

Mr. Butcher noted the City tax request was unchanged from last fiscal year, but that the Airport's tax request would be slightly higher due to their unchanged levy amount.

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

MOTION TO ADJOURN

Councilmember Beck moved, seconded by Councilmember Singleton, that the September 6, 2022, City Council Budget Hearing be adjourned.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken.

Nay: None. Absent: Stryson Motion carried.

Adjourned approximately 7:16 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

6. Confirmation of Mayor Appointments:

A. Appoint Zane Francescato to the Seward Volunteer Fire Department

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Chapter 410 Zoning and Subdivision, Article 3.7 'Commercial Use Types'; Article 31.5 'Commercial Uses'; and Chapter 410 Attachment 1 - 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

402-643-2928 opt 3 opt 1

APPLICATION TYPE

ULDO Text Amendment

FINAL ACTION?

DEVELOPER/OWNER

Scott Dinslage

PC HEARING DATE

September 12, 2022

RELATED APPLICATIONS

Special Use Permit

PROPERTY ADDRESS, ZONING DISTRICT/USE

511 Bradford St – CBD - Commercial

BRIEF SUMMARY OF REQUEST:

To review a Text Amendment to the City of Seward Unified Land Development Ordinance; Article 3 Use Types 410-3.7.W Pet Services, 410.31-5 Commercial uses and Chapter 410 Attachment 1 – Use Matrix for Pet Services and Doggy Day Care.

APPLICATION CONTACT

Scott Dinslage - 402-641-2627

511 Bradford St, Seward, NE 68434

ANALYSIS

The applicant is asking for a change to the definition of Pet Services use to allow an outdoor exercise area in the Central Business District (CBD) zoning and for the creation of a Doggy Day Care use in the CBD. He is asking that a special use permit be required so that each business would be evaluated on its own set of circumstances instead of a blanket ordinance for all businesses. Currently the Pet Services definition states “.....entirely within a building..... and is a permitted use in the CBD and the Doggy Day Care use does not exist.

Staff has reached out to a number municipalities to inquire about how pet services and/or “Doggie Daycares are governed, that list is attached.

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

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 410-3.7 Commercial use types.

Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

- A. Agricultural sales and service: establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.
- B. Automotive and equipment services: establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:
 - (1) Automobile auction lots: sale of motor vehicles through a process of periodic auctions or bid procedures. Automobile auction lots usually include large on-site storage areas of motor vehicles and lack showrooms, auto repair facilities and other structures and facilities that are typical of new car dealerships.
 - (2) Automotive rental and sales: sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships; motorcycle dealerships; and boat, trailer, and recreational vehicle dealerships.
 - (3) Auto services: provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities, but exclude dismantling, salvage, or body and fender repair services.
 - (4) Body repair: repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.
 - (5) Equipment rental and sales: sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.
 - (6) Equipment repair services: repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.
- C. Bed-and-breakfast: a lodging service that provides overnight or short-term accommodations to guests or visitors, usually including provision of breakfast. Bed-and-breakfasts are usually located in large residential structures that have been adapted for this use. For the purpose of this definition, bed-and-breakfasts are always owned and operated by the resident owner or resident manager of the structure, include no more than four units, and accommodate each guest or visitor for no more than 14 consecutive days during any one-month period.
- D. Business support services: establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office,

professional and service establishments to the firms themselves, but excluding automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, messenger and delivery services, custodial or maintenance services, and convenience printing and copying.

- E. Business or trade schools: a use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.
- F. Campground: facilities providing camping or parking areas and incidental services for travelers in recreational vehicles or tents, which accommodate each guest or visitor for no more than 14 consecutive days during any one-month period.
- G. Cocktail lounge: a use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined in this section.
- H. Commercial recreation (controlled-impact): private businesses, or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. Controlled-impact commercial recreation uses typically take place entirely within enclosed buildings or, when outdoors, have limited effects related to lighting, hours of operation, or noise. Typical uses include theaters, private dance halls, billiard or bowling centers, game arcades, indoor skating facilities, miniature golf courses, and private golf courses.
- I. Commercial recreation (high-impact): private businesses, or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. High-impact commercial recreation uses are typically located outdoors and have operating effects caused by lighting, noise, traffic, or hours of operation that create substantial environmental impacts. Typical uses include shooting ranges, lighted driving ranges, go-kart tracks, amusement parks, race tracks, and private baseball complexes.
- J. Communications services: establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms but excludes those classified as "utilities." Typical uses include television studios, telecommunications service centers, telegraph service offices, or film and sound recording facilities. Broadcast and communications towers, and their minor ancillary ground structures, are classified as "miscellaneous use types."
- K. Construction sales and services: establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures other than retail sale of paint, fixtures and hardware. This use type excludes those uses classified under "automotive and equipment services." Typical uses include building materials sales, or tool and equipment rental or sales.
- L. Consumer services: establishments that provide services, primarily to individuals and households, but excluding automotive use types. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops.
- M. Convenience storage: storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.
- N. Dog Day Care: establishments where dogs may be groomed, trained, exercised, and socialized but not bred, sold, or let for hire. Dogs may be boarded when totally within a building.
- O. Food sales: establishments or places of business primarily engaged in the retail sale of food or

household products for home consumption. Food sales establishments may include the sale of non-food items. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

- (1) Convenience food sales: establishments occupying facilities of less than 10,000 square feet; and characterized by sales of specialty foods or a limited variety of general items, and the sale of fuel for motor vehicles.
 - (2) Limited food sales: establishments occupying facilities of less than 10,000 square feet; and characterized by sales of specialty foods or a limited variety of general items, but excluding the accessory sale of fuel for motor vehicles. Typical uses include delicatessens, meat markets, retail bakeries, candy shops, and small grocery stores.
 - (3) General food sales: establishments selling a wide variety of food commodities and related items, using facilities 10,000 square feet or larger but less than 40,000 square feet. Typical uses include grocery stores and locker plants.
 - (4) Supermarkets: establishments selling a wide variety of food commodities, related items, and often providing a variety of non-food goods and services, using facilities 40,000 square feet or larger. Typical uses include large grocery stores.
- P. Funeral services: establishments engaged in undertaking services such as preparing the human dead for burial, and arranging and managing funerals. Typical uses include funeral homes or mortuaries.
- Q. Gaming facilities: establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons. Gaming facilities shall include the accessory sale of liquor and food, pursuant to regulations of the City of Seward and/or the State of Nebraska.
- R. Kennels: boarding and care services for dogs, cats and similar small mammals or large birds; or any premises on which more than three animals included under this definition over four months of age are kept and maintained. Typical uses include boarding kennels, ostrich-raising facilities; pet motels, or dog training centers.
- S. Laundry services: establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as "personal services." Typical uses include bulk laundry and cleaning plants, diaper services, or linen supply services.
- T. Liquor sales: establishments or places of business engaged in retail sale of alcoholic beverages for off-premises consumption. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer or wine for off-site consumption.
- U. Lodging: lodging services involving the provision of room and/or board, but not meeting the classification criteria of bed-and-breakfasts. Typical uses include hotels, apartment hotels, and motels.
- V. Personal improvement services: establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services of a nonprofessional nature. Typical uses include driving schools, health or physical fitness studios, music schools, reducing salons, dance studios, handicraft and hobby instruction.
- W. Personal services: establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; television or electronics repair; or dry-cleaning stations serving individuals and households. Personal services include establishments providing for the administration of massage or massage therapy carried out by persons licensed by the State of Nebraska when performing massage services as a part of the profession or trade for which licensed or persons performing massage services under the direction of a person so licensed; or persons performing massage services or therapy pursuant to the written direction of a licensed physician.

- X. Pet services: retail sales, incidental pet health services, and grooming and boarding, when totally within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.
- Y. Research services: establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.
- Z. Restaurants: a use engaged in the preparation and retail sale of food and beverages; including the sale of alcoholic beverages when conducted as a secondary feature of the use.
 - (1) Restaurant (drive-through or fast-food): an establishment that principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility, ordering boards, drive-through windows/lanes, on-site accommodations, self-service, and short stays by customers. **[Amended 6-16-2020 by Ord. No. 2020-13]**
 - (2) Restaurant (general): an establishment characterized by table service to customers and/or accommodation to walk-in clientele, as opposed to drive-in or fast-food restaurants. Typical uses include cafes, coffee shops, and restaurants.
- AA. Restricted (or adult) businesses: any business activity that offers the opportunity to view specified sexual activities or view and touch specified anatomical areas in a manner that lacks serious literary, artistic, political, or scientific value. This category includes the sale or viewing of visual or print materials that meet this criteria if the sale of such material constitutes more than 20% of the sales or retail floor area of the establishment. Typical uses include retail services or stores which are distinguished by an emphasis on activities or materials that emphasize primarily sexual content in their inventory and marketing practices; businesses which offer live performances characterized by exposure of specified anatomical areas; and adult theaters. Businesses may be classified as adult entertainment businesses without regard to service of alcoholic beverages.
 - (1) For the purposes of this definition, "specified anatomical areas" include the following if less than opaquely covered: human genitals, the pubic region, pubic hair, or the female breast below a point immediately above the top of the areola.
 - (2) "Specified sexual activities" include any of the following conditions:
 - (a) Human genitals in a state of sexual stimulation or arousal.
 - (b) Acts or representations of acts of human masturbation, sexual intercourse with humans or animals, oral sex, or flagellation.
 - (c) Fondling or erotic touching of human genitals, pubic region, buttock, or female breast.
 - (d) Excretory functions as part of or in connection with any activities set forth in (a) through (c) above.
- BB. Retail services: sale or rental with incidental service of commonly used goods and merchandise for personal or household use, but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services:
 - (1) Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and handcrafted items; apparel, jewelry, fabrics and like items; cameras, photograph services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation).

- (2) General retail services include:
- (a) Limited retail services: establishments providing retail services, occupying facilities of 3,000 square feet or less. Typical establishments provide for specialty retailing or retailing oriented to Seward and its surrounding vicinity.
 - (b) Medium retail services: establishments providing retail services, occupying facilities between 3,001 square feet and 10,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for specialty retailing or general-purpose retailing oriented to Seward and its surrounding vicinity.
 - (c) Large retail services: establishments providing retail services, occupying facilities between 10,001 square feet and 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for specialty retailing or general retailing oriented to Seward and its surrounding vicinity.
 - (d) Mass retail services: establishments providing retail services, occupying facilities over 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for general retailing oriented to Seward and the surrounding region.
- CC. Stables and/or riding academies: the buildings, pens and pasture areas used for the boarding and feeding of horses, llamas, or other equine not owned by the occupants of the premises. This use includes instruction in riding, jumping, and showing or the riding of horses/equines for hire.
- DD. Surplus sales: businesses engaged in the sale, including sale by auction, of used items or new items which are primarily composed of factory surplus or discontinued items. Surplus sales uses sometimes include regular outdoor display of merchandise. Typical uses include flea markets, auction houses, factory outlets, or merchandise liquidators.
- EE. Trade services: establishments or places of business primarily engaged in the provision of services that are not retail or primarily dedicated to walk-in clientele. These services often involve services to construction or building trades and may involve a small amount of screened, outdoor storage in appropriate zoning districts. Typical uses include shops or operating bases for plumbers, electricians, or HVAC (heating, ventilating, and air conditioning) contractors.
- FF. Travel centers: facilities that provide for the sale of fuel, provisions, and supplies to motorists, including operators of over-the-road trucks, in which less than 30% of the total site area is devoted to the servicing, accommodation, parking, or storage of over-the-road trucks. The calculation of these areas includes but is not limited to fuel islands for diesel fuel, truck washing facilities, truck parking areas, and associated maneuvering areas. Travel centers include a mix of uses, including food sales, general retail services, auto and equipment services, and restaurants, and are typically located along or near interstate highways or other principal state and federal designated highway routes.
- GG. Truck stops: facilities that provide for the sale of fuel, provisions, and supplies to motorists, including operators of over-the-road trucks, in which 30% or more of the total site area is devoted to the servicing, accommodation, parking, or storage of over-the-road trucks. The calculation of these areas includes but is not limited to fuel islands for diesel fuel, truck washing facilities, truck parking areas, and associated maneuvering areas. Travel centers include a mix of uses, including food sales, general retail services, auto and equipment services, and restaurants, and are typically located along or near interstate highways or other principal state and federal designated highway routes.
- HH. Veterinary services (general): veterinary services and hospitals for small animals. Typical uses include pet clinics, dog and cat hospitals, pet cemeteries and crematoriums, and veterinary hospitals for livestock and large animals.
- II. Veterinary services (large animal): veterinary services and hospitals for large animals such as cows, bulls, horses, and other livestock. Typical uses include veterinary hospitals for livestock and large animals.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 410-3.7 Commercial use types.

Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

- A. Agricultural sales and service: establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.
- B. Automotive and equipment services: establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:
 - (1) Automobile auction lots: sale of motor vehicles through a process of periodic auctions or bid procedures. Automobile auction lots usually include large on-site storage areas of motor vehicles and lack showrooms, auto repair facilities and other structures and facilities that are typical of new car dealerships.
 - (2) Automotive rental and sales: sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships; motorcycle dealerships; and boat, trailer, and recreational vehicle dealerships.
 - (3) Auto services: provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities, but exclude dismantling, salvage, or body and fender repair services.
 - (4) Body repair: repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.
 - (5) Equipment rental and sales: sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.
 - (6) Equipment repair services: repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.
- C. Bed-and-breakfast: a lodging service that provides overnight or short-term accommodations to guests or visitors, usually including provision of breakfast. Bed-and-breakfasts are usually located in large residential structures that have been adapted for this use. For the purpose of this definition, bed-and-breakfasts are always owned and operated by the resident owner or resident manager of the structure, include no more than four units, and accommodate each guest or visitor for no more than 14 consecutive days during any one-month period.
- D. Business support services: establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office,

professional and service establishments to the firms themselves, but excluding automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, messenger and delivery services, custodial or maintenance services, and convenience printing and copying.

- E. Business or trade schools: a use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.
- F. Campground: facilities providing camping or parking areas and incidental services for travelers in recreational vehicles or tents, which accommodate each guest or visitor for no more than 14 consecutive days during any one-month period.
- G. Cocktail lounge: a use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined in this section.
- H. Commercial recreation (controlled-impact): private businesses, or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. Controlled-impact commercial recreation uses typically take place entirely within enclosed buildings or, when outdoors, have limited effects related to lighting, hours of operation, or noise. Typical uses include theaters, private dance halls, billiard or bowling centers, game arcades, indoor skating facilities, miniature golf courses, and private golf courses.
- I. Commercial recreation (high-impact): private businesses, or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. High-impact commercial recreation uses are typically located outdoors and have operating effects caused by lighting, noise, traffic, or hours of operation that create substantial environmental impacts. Typical uses include shooting ranges, lighted driving ranges, go-kart tracks, amusement parks, race tracks, and private baseball complexes.
- J. Communications services: establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms but excludes those classified as "utilities." Typical uses include television studios, telecommunications service centers, telegraph service offices, or film and sound recording facilities. Broadcast and communications towers, and their minor ancillary ground structures, are classified as "miscellaneous use types."
- K. Construction sales and services: establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures other than retail sale of paint, fixtures and hardware. This use type excludes those uses classified under "automotive and equipment services." Typical uses include building materials sales, or tool and equipment rental or sales.
- L. Consumer services: establishments that provide services, primarily to individuals and households, but excluding automotive use types. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops.
- M. Convenience storage: storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

N. Dog Day Care: establishments where dogs may be groomed, trained, exercised, and socialized but not bred, sold, or let for hire. Dogs may be boarded when totally within a building.

NO. Food sales: establishments or places of business primarily engaged in the retail sale of food or

household products for home consumption. Food sales establishments may include the sale of non-food items. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

- (1) Convenience food sales: establishments occupying facilities of less than 10,000 square feet; and characterized by sales of specialty foods or a limited variety of general items, and the sale of fuel for motor vehicles.
 - (2) Limited food sales: establishments occupying facilities of less than 10,000 square feet; and characterized by sales of specialty foods or a limited variety of general items, but excluding the accessory sale of fuel for motor vehicles. Typical uses include delicatessens, meat markets, retail bakeries, candy shops, and small grocery stores.
 - (3) General food sales: establishments selling a wide variety of food commodities and related items, using facilities 10,000 square feet or larger but less than 40,000 square feet. Typical uses include grocery stores and locker plants.
 - (4) Supermarkets: establishments selling a wide variety of food commodities, related items, and often providing a variety of non-food goods and services, using facilities 40,000 square feet or larger. Typical uses include large grocery stores.
- OP.** Funeral services: establishments engaged in undertaking services such as preparing the human dead for burial, and arranging and managing funerals. Typical uses include funeral homes or mortuaries.
- PQ.** Gaming facilities: establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons. Gaming facilities shall include the accessory sale of liquor and food, pursuant to regulations of the City of Seward and/or the State of Nebraska.
- QR.** Kennels: boarding and care services for dogs, cats and similar small mammals or large birds; or any premises on which more than three animals included under this definition over four months of age are kept and maintained. Typical uses include boarding kennels, ostrich-raising facilities; pet motels, or dog training centers.
- RS.** Laundry services: establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as "personal services." Typical uses include bulk laundry and cleaning plants, diaper services, or linen supply services.
- ST.** Liquor sales: establishments or places of business engaged in retail sale of alcoholic beverages for off-premises consumption. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer or wine for off-site consumption.
- TU.** Lodging: lodging services involving the provision of room and/or board, but not meeting the classification criteria of bed-and-breakfasts. Typical uses include hotels, apartment hotels, and motels.
- UV.** Personal improvement services: establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services of a nonprofessional nature. Typical uses include driving schools, health or physical fitness studios, music schools, reducing salons, dance studios, handicraft and hobby instruction.
- VW.** Personal services: establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; television or electronics repair; or dry-cleaning stations serving individuals and households. Personal services include establishments providing for the administration of massage or massage therapy carried out by persons licensed by the State of Nebraska when performing massage services as a part of the profession or trade for which licensed or persons performing massage services under the direction of a person so licensed; or persons performing massage services or therapy pursuant to the written direction of a licensed physician.

WX. Pet services: retail sales, incidental pet health services, and grooming and boarding, when totally within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.

XY. Research services: establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.

YZ. Restaurants: a use engaged in the preparation and retail sale of food and beverages; including the sale of alcoholic beverages when conducted as a secondary feature of the use.

(1) Restaurant (drive-through or fast-food): an establishment that principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility, ordering boards, drive-through windows/lanes, on-site accommodations, self-service, and short stays by customers. **[Amended 6-16-2020 by Ord. No. 2020-13]**

(2) Restaurant (general): an establishment characterized by table service to customers and/or accommodation to walk-in clientele, as opposed to drive-in or fast-food restaurants. Typical uses include cafes, coffee shops, and restaurants.

ZAA. Restricted (or adult) businesses: any business activity that offers the opportunity to view specified sexual activities or view and touch specified anatomical areas in a manner that lacks serious literary, artistic, political, or scientific value. This category includes the sale or viewing of visual or print materials that meet this criteria if the sale of such material constitutes more than 20% of the sales or retail floor area of the establishment. Typical uses include retail services or stores which are distinguished by an emphasis on activities or materials that emphasize primarily sexual content in their inventory and marketing practices; businesses which offer live performances characterized by exposure of specified anatomical areas; and adult theaters. Businesses may be classified as adult entertainment businesses without regard to service of alcoholic beverages.

(1) For the purposes of this definition, "specified anatomical areas" include the following if less than opaquely covered: human genitals, the pubic region, pubic hair, or the female breast below a point immediately above the top of the areola.

(2) "Specified sexual activities" include any of the following conditions:

(a) Human genitals in a state of sexual stimulation or arousal.

(b) Acts or representations of acts of human masturbation, sexual intercourse with humans or animals, oral sex, or flagellation.

(c) Fondling or erotic touching of human genitals, pubic region, buttock, or female breast.

(d) Excretory functions as part of or in connection with any activities set forth in (a) through (c) above.

AABB. Retail services: sale or rental with incidental service of commonly used goods and merchandise for personal or household use, but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services:

(1) Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and handcrafted items; apparel, jewelry, fabrics and like items; cameras, photograph services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation).

(2) General retail services include:

- (a) Limited retail services: establishments providing retail services, occupying facilities of 3,000 square feet or less. Typical establishments provide for specialty retailing or retailing oriented to Seward and its surrounding vicinity.
- (b) Medium retail services: establishments providing retail services, occupying facilities between 3,001 square feet and 10,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for specialty retailing or general-purpose retailing oriented to Seward and its surrounding vicinity.
- (c) Large retail services: establishments providing retail services, occupying facilities between 10,001 square feet and 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for specialty retailing or general retailing oriented to Seward and its surrounding vicinity.
- (d) Mass retail services: establishments providing retail services, occupying facilities over 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for general retailing oriented to Seward and the surrounding region.

BBCC. Stables and/or riding academies: the buildings, pens and pasture areas used for the boarding and feeding of horses, llamas, or other equine not owned by the occupants of the premises. This use includes instruction in riding, jumping, and showing or the riding of horses/equines for hire.

CCDD. Surplus sales: businesses engaged in the sale, including sale by auction, of used items or new items which are primarily composed of factory surplus or discontinued items. Surplus sales uses sometimes include regular outdoor display of merchandise. Typical uses include flea markets, auction houses, factory outlets, or merchandise liquidators.

DD EE. Trade services: establishments or places of business primarily engaged in the provision of services that are not retail or primarily dedicated to walk-in clientele. These services often involve services to construction or building trades and may involve a small amount of screened, outdoor storage in appropriate zoning districts. Typical uses include shops or operating bases for plumbers, electricians, or HVAC (heating, ventilating, and air conditioning) contractors.

EEFF. Travel centers: facilities that provide for the sale of fuel, provisions, and supplies to motorists, including operators of over-the-road trucks, in which less than 30% of the total site area is devoted to the servicing, accommodation, parking, or storage of over-the-road trucks. The calculation of these areas includes but is not limited to fuel islands for diesel fuel, truck washing facilities, truck parking areas, and associated maneuvering areas. Travel centers include a mix of uses, including food sales, general retail services, auto and equipment services, and restaurants, and are typically located along or near interstate highways or other principal state and federal designated highway routes.

FFGG. Truck stops: facilities that provide for the sale of fuel, provisions, and supplies to motorists, including operators of over-the-road trucks, in which 30% or more of the total site area is devoted to the servicing, accommodation, parking, or storage of over-the-road trucks. The calculation of these areas includes but is not limited to fuel islands for diesel fuel, truck washing facilities, truck parking areas, and associated maneuvering areas. Travel centers include a mix of uses, including food sales, general retail services, auto and equipment services, and restaurants, and are typically located along or near interstate highways or other principal state and federal designated highway routes.

GGHH. Veterinary services (general): veterinary services and hospitals for small animals. Typical uses include pet clinics, dog and cat hospitals, pet cemeteries and crematoriums, and veterinary hospitals for livestock and large animals.

HHII. Veterinary services (large animal): veterinary services and hospitals for large animals such as cows, bulls, horses, and other livestock. Typical uses include veterinary hospitals for livestock and large animals.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 410-31.5 **Commercial uses.**

A. Auto service, repair, equipment repair, travel center, truck stop, and body repair uses. **[Amended 2-8-2019 by Ord. No. 2019-05]**

- (1) Where permitted in commercial districts, all repair activities, including oil drainage, lifts, and other equipment, must take place within a completely enclosed building. Outdoor storage is permitted only where incidental to auto repair and body repair, provided that such storage is completely screened so as not to be visible from residential areas or public rights-of-way. Screening is subject to provisions of Article 33 of this chapter.
- (2) Any spray painting must take place within structures designed for that purpose and be approved by the Building Official.
- (3) All entrances and exits serving a gasoline or diesel service station, convenience store offering fuel sales, or automobile repair shop shall be at least 150 feet from a school, public park, religious assembly use, hospital, or residential use, as measured along any public street. Such access shall be at least 40 feet away from the right-of-way line of any intersection.
- (4) All fuel pumps shall be set back at least 15 feet from any street line.

B. Automobile, RV, and equipment rental and sales.

- (1) All outdoor display areas for rental and sales facilities shall be hard-surfaced, unless screened from casual view as provided by § **410-33.6**.
- (2) Body repair services are permitted as an accessory use to automobile rental and sales facilities, provided that such repair services shall not exceed 25% of the gross floor area of the building.

C. Bed-and-breakfasts.

- (1) When permitted in residential districts, bed-and-breakfasts shall include a maximum of four guest units and the residence of the facility owner.
- (2) Bed-and-breakfasts permitted in the CBD District must provide any sleeping facility only on levels above street level, except that units specifically designed and reserved for occupancy by handicapped people may be located on the street level.

D. Campgrounds.

- (1) Minimum size. Each campground established after the effective date of this chapter shall have a minimum size of one acre.
- (2) Setbacks. All campgrounds shall maintain a fifty-foot front yard setback and a twenty-five-foot bufferyard from all other property lines.
- (3) Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all City ordinances; or, alternately, be limited to use by self-contained campers, providing their own on-board water and disposal systems.

E. Construction sales and service. Retail home improvement stores and centers may include outdoor storage of materials and must comply with the following conditions:

- (1) Architectural design and materials shall be consistent with the current or projected character of the surrounding area.

- (2) All outside storage or display of merchandise or other materials or equipment shall be screened from view at eye level from a public street or adjacent property.
 - (3) All storage buildings with overhead doors, drive openings, or open bays and all loading areas shall be fully screened from view at eye level from a public street or adjacent property.
 - (4) Minimum screening shall be consistent with screening standards set forth in § **410-33.6**.
 - (5) All areas not occupied by buildings or landscaping shall be paved with concrete or asphalt, or surfaced with gravel or similar treatment to reduce dust.
- F. Convenience storage. When permitted outside of the I-2 District, convenience storage facilities shall be subject to the following additional requirements:
- (1) Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.
 - (2) All driveways within the facility shall provide a paved surface with a minimum width of 25 feet.
 - (3) All storage must be within enclosed buildings and shall not include the storage of hazardous materials.
 - (4) No storage buildings may open into required front yards.
 - (5) Facilities, except within the CBD (Central Business District), must maintain landscaped bufferyards of 30 feet adjacent to any public right-of-way and 20 feet adjacent to other property lines, unless greater setbacks are required by Article 33. **[Amended 11-17-2020 by Ord. No. 2020-31]**
 - (6) Within the CBD (Central Business District), all storage units must be contained within an enclosed building structure. **[Added 11-17-2020 by Ord. No. 2020-31]**

G. Dog Day Care

1. The dogs shall be under the supervision of an on duty company employee at all times.
2. Provide sight obscuring fencing for all on-site outdoor exercise areas. The fence shall be subject to 410-32.8 – Fence Regulations.
3. Outdoor exercise area shall have artificial turf and/or pea gravel.
4. Maximum of 15 dogs in the outdoor exercise area.
5. Outdoor exercise area hours of operation is from dawn to dusk.
6. The outdoor exercise area shall not be used on July 4th.
7. Dog Day Care facilities shall not be adjacent to a residential zoning district; this includes across streets and right-of-ways.
8. The applicant shall be required to obtain all licenses and permits and meet the City's Conditional Use and Site Plan review requirements, as applicable.

H. Kennels.

- (1) The minimum lot size shall be two acres.
- (2) No dog runs or exterior kennels shall be located nearer than 50 feet to any property line and 100 feet to the property line of any residential use or district. **[Amended 9-17-2019 by Ord. No. 2019-26]**

- (3) All kennel facilities shall be screened around such facilities or at property lines to prevent distracting or exciting animals. Screening shall be of a type provided by Article 33, establishing landscape and screening standards.
- I. Restricted (adult entertainment) businesses. Adult entertainment businesses shall be subject to the following restrictions, and no person shall cause or permit the establishment of any adult entertainment business contrary to said restrictions:
 - (1) No adult entertainment business shall be open for business between the hours of 12:00 midnight and 6:00 a.m.
 - (2) A new adult entertainment business shall not be allowed within 1,000 feet of an existing adult entertainment business.
 - (3) A new adult entertainment business shall not be located within 500 feet of any residentially zoned district or 1,000 feet of a preexisting school, public park, or place of worship.
 - (4) The provisions of this subsection shall apply to any adult entertainment businesses in existence at the time the ordinance codified in this chapter takes effect. All nonconformance shall come into compliance on or before January 1, 2005, and no such nonconforming use shall be permitted to expand in size or scope and the rights granted in this chapter shall terminate upon cessation of business, sale or transfer of ownership of the adult entertainment business.
 - (5) Measurement of distances. For the purpose of this subsection, measurements shall be made in a straight line, without regard to intervening structures or objects, from the main entrance of such adult entertainment business to the point on the property line of such other business, school, church, public park or areas zoned for residential use which is closest to the main entrance of such adult entertainment business.
 - (6) No adult entertainment business shall be conducted in any manner that permits the observation of models or any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decoration, sign, show window or other opening from any public way or from any property not licensed as an adult use. No operator of an adult entertainment business or any officer, associate, member, representative, agent, owner, or employee of such business shall engage in any activity or conduct or permit any other person to engage in any activity or conduct in or about the premises which is prohibited by this code or any laws of the state or the United States.
 - (7) No part of the interior of the adult entertainment business shall be visible from any pedestrian sidewalk, walkway, street, or other public or semi-public area.
 - (8) An adult entertainment business shall post a sign at the entrance of the premises, which shall state the nature of the business and shall state that no one under the age of 18 years is allowed on the premises. The sign shall comply with the City's sign regulations. This section shall not be construed to prohibit the owner from establishing an older age limitation for coming on the premises.
 - (9) Nuisance operation. Any adult entertainment business operated, conducted or maintained contrary to the provisions of this chapter shall be and the same is declared to be unlawful and a public nuisance, and the City Attorney may, in addition to or in lieu of prosecuting a criminal action under this chapter, commence an action or actions, proceeding or proceedings, for the abatement, removal or enjoinder thereof, in the manner prescribed by law, and shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such establishment and restrain and enjoin any person from operating, conducting or maintaining an adult entertainment business contrary to the provisions of this chapter.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 410-31.5 **Commercial uses.**

A. Auto service, repair, equipment repair, travel center, truck stop, and body repair uses. **[Amended 2-8-2019 by Ord. No. 2019-05]**

- (1) Where permitted in commercial districts, all repair activities, including oil drainage, lifts, and other equipment, must take place within a completely enclosed building. Outdoor storage is permitted only where incidental to auto repair and body repair, provided that such storage is completely screened so as not to be visible from residential areas or public rights-of-way. Screening is subject to provisions of Article 33 of this chapter.
- (2) Any spray painting must take place within structures designed for that purpose and be approved by the Building Official.
- (3) All entrances and exits serving a gasoline or diesel service station, convenience store offering fuel sales, or automobile repair shop shall be at least 150 feet from a school, public park, religious assembly use, hospital, or residential use, as measured along any public street. Such access shall be at least 40 feet away from the right-of-way line of any intersection.
- (4) All fuel pumps shall be set back at least 15 feet from any street line.

B. Automobile, RV, and equipment rental and sales.

- (1) All outdoor display areas for rental and sales facilities shall be hard-surfaced, unless screened from casual view as provided by § **410-33.6**.
- (2) Body repair services are permitted as an accessory use to automobile rental and sales facilities, provided that such repair services shall not exceed 25% of the gross floor area of the building.

C. Bed-and-breakfasts.

- (1) When permitted in residential districts, bed-and-breakfasts shall include a maximum of four guest units and the residence of the facility owner.
- (2) Bed-and-breakfasts permitted in the CBD District must provide any sleeping facility only on levels above street level, except that units specifically designed and reserved for occupancy by handicapped people may be located on the street level.

D. Campgrounds.

- (1) Minimum size. Each campground established after the effective date of this chapter shall have a minimum size of one acre.
- (2) Setbacks. All campgrounds shall maintain a fifty-foot front yard setback and a twenty-five-foot bufferyard from all other property lines.
- (3) Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all City ordinances; or, alternately, be limited to use by self-contained campers, providing their own on-board water and disposal systems.

E. Construction sales and service. Retail home improvement stores and centers may include outdoor storage of materials and must comply with the following conditions:

- (1) Architectural design and materials shall be consistent with the current or projected character of the surrounding area.

- (2) All outside storage or display of merchandise or other materials or equipment shall be screened from view at eye level from a public street or adjacent property.
 - (3) All storage buildings with overhead doors, drive openings, or open bays and all loading areas shall be fully screened from view at eye level from a public street or adjacent property.
 - (4) Minimum screening shall be consistent with screening standards set forth in § 410-33.6.
 - (5) All areas not occupied by buildings or landscaping shall be paved with concrete or asphalt, or surfaced with gravel or similar treatment to reduce dust.
- F. Convenience storage. When permitted outside of the I-2 District, convenience storage facilities shall be subject to the following additional requirements:
- (1) Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.
 - (2) All driveways within the facility shall provide a paved surface with a minimum width of 25 feet.
 - (3) All storage must be within enclosed buildings and shall not include the storage of hazardous materials.
 - (4) No storage buildings may open into required front yards.
 - (5) Facilities, except within the CBD (Central Business District), must maintain landscaped bufferyards of 30 feet adjacent to any public right-of-way and 20 feet adjacent to other property lines, unless greater setbacks are required by Article 33. **[Amended 11-17-2020 by Ord. No. 2020-31]**
 - (6) Within the CBD (Central Business District), all storage units must be contained within an enclosed building structure. **[Added 11-17-2020 by Ord. No. 2020-31]**

G. Dog Day Care

1. The dogs shall be under the supervision of an on duty company employee at all times.
2. Provide sight obscuring fencing for all on-site outdoor exercise areas. The fence shall be subject to 410-32.8 – Fence Regulations.
3. Outdoor exercise area shall have artificial turf and/or pea gravel.
4. Maximum of 15 dogs in the outdoor exercise area.
5. Outdoor exercise area hours of operation is from dawn to dusk, ~~dusk to dawn~~.
6. The outdoor exercise area shall not be used on July 4th.
7. Dog Day Care facilities shall not be adjacent to a residential zoning district; this includes across streets and right-of-ways.
8. The applicant shall be required to obtain all licenses and permits and meet the City's Conditional Use and Site Plan review requirements, as applicable.

GH. Kennels.

- (1) The minimum lot size shall be two acres.
- (2) No dog runs or exterior kennels shall be located nearer than 50 feet to any property line and 100 feet to the property line of any residential use or district. **[Amended 9-17-2019 by Ord. No. 2019-26]**

- (3) All kennel facilities shall be screened around such facilities or at property lines to prevent distracting or exciting animals. Screening shall be of a type provided by Article 33, establishing landscape and screening standards.
- HI.** Restricted (adult entertainment) businesses. Adult entertainment businesses shall be subject to the following restrictions, and no person shall cause or permit the establishment of any adult entertainment business contrary to said restrictions:
 - (1) No adult entertainment business shall be open for business between the hours of 12:00 midnight and 6:00 a.m.
 - (2) A new adult entertainment business shall not be allowed within 1,000 feet of an existing adult entertainment business.
 - (3) A new adult entertainment business shall not be located within 500 feet of any residentially zoned district or 1,000 feet of a preexisting school, public park, or place of worship.
 - (4) The provisions of this subsection shall apply to any adult entertainment businesses in existence at the time the ordinance codified in this chapter takes effect. All nonconformance shall come into compliance on or before January 1, 2005, and no such nonconforming use shall be permitted to expand in size or scope and the rights granted in this chapter shall terminate upon cessation of business, sale or transfer of ownership of the adult entertainment business.
 - (5) Measurement of distances. For the purpose of this subsection, measurements shall be made in a straight line, without regard to intervening structures or objects, from the main entrance of such adult entertainment business to the point on the property line of such other business, school, church, public park or areas zoned for residential use which is closest to the main entrance of such adult entertainment business.
 - (6) No adult entertainment business shall be conducted in any manner that permits the observation of models or any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decoration, sign, show window or other opening from any public way or from any property not licensed as an adult use. No operator of an adult entertainment business or any officer, associate, member, representative, agent, owner, or employee of such business shall engage in any activity or conduct or permit any other person to engage in any activity or conduct in or about the premises which is prohibited by this code or any laws of the state or the United States.
 - (7) No part of the interior of the adult entertainment business shall be visible from any pedestrian sidewalk, walkway, street, or other public or semi-public area.
 - (8) An adult entertainment business shall post a sign at the entrance of the premises, which shall state the nature of the business and shall state that no one under the age of 18 years is allowed on the premises. The sign shall comply with the City's sign regulations. This section shall not be construed to prohibit the owner from establishing an older age limitation for coming on the premises.
 - (9) Nuisance operation. Any adult entertainment business operated, conducted or maintained contrary to the provisions of this chapter shall be and the same is declared to be unlawful and a public nuisance, and the City Attorney may, in addition to or in lieu of prosecuting a criminal action under this chapter, commence an action or actions, proceeding or proceedings, for the abatement, removal or enjoinder thereof, in the manner prescribed by law, and shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such establishment and restrain and enjoin any person from operating, conducting or maintaining an adult entertainment business contrary to the provisions of this chapter.



PAID 9-1-2022 CLK

Application for Special Use Permit

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

Instructions:

- 1. Fill out the application form completely. Use additional sheets if needed.
2. Filing Fee is \$200. Notification Fee is \$100. Amount Due is \$300 payable to th City of Seward.
3. Contact the City of Seward Building & Zoning Director for questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.

Date: 8/30/20 Permit No. [initials]
Applicants Name: The Alps Dog Retreat LLC
Applicants Address: 511 Bradford St, Seward, NE 68434
Phone Number: (402) 204-0908
Email: info@alpsbarkpark.com
Present use of Property: vacant lot
Requested use of Property: exercise yard
Present Zoning: CBD
Legal Description: Blk 1-2, 10-13, 5, +9, 3, 14-18 Blk 37 Clouds Addition city of Seward

Provisions of the Zoning Regulations you are seeking for this permit:

410-44.3, permit is with the owner

Number of Years for Permit (5 yrs, 10 yrs, etc): ? per activity

Explain in detail what you propose to do: We'd like to build an outdoor play yard for dogs

Adjoining Property Use: North: CBD South: CBD
West: CBD East: CBD? I think

This authorize the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members the City of Seward Planning Commission or Seward City Council.

Applicant Signature: [Handwritten Signature]

A. Consideration of an Ordinance to Amend UDLO 410-3.7, 410-31.5, and Attachment 1

ORDINANCE NO. 2022-17

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 3.7 COMMERCIAL USE TYPES; TO AMEND ARTICLE 31.5 SUPPLEMENTAL USE REGULATIONS; & 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 §410-3.7 is amended as follows:

§ 410-3.7 Commercial use types.

Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

A. Agricultural sales and service: establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.

B. Automotive and equipment services: establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:

(1) Automobile auction lots: sale of motor vehicles through a process of periodic auctions or bid procedures. Automobile auction lots usually include large on-site storage areas of motor vehicles and lack showrooms, auto repair facilities and other structures and facilities that are typical of new car dealerships.

(2) Automotive rental and sales: sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships; motorcycle dealerships; and boat, trailer, and recreational vehicle dealerships.

(3) Auto services: provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities, but exclude dismantling, salvage, or body and fender repair services.

(4) Body repair: repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment,

agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.

(5) Equipment rental and sales: sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.

(6) Equipment repair services: repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.

C. Bed-and-breakfast: a lodging service that provides overnight or short-term accommodations to guests or visitors, usually including provision of breakfast. Bed-and-breakfasts are usually located in large residential structures that have been adapted for this use. For the purpose of this definition, bed-and-breakfasts are always owned and operated by the resident owner or resident manager of the structure, include no more than four units, and accommodate each guest or visitor for no more than 14 consecutive days during any one-month period.

D. Business support services: establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves, but excluding automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, messenger and delivery services, custodial or maintenance services, and convenience printing and copying.

E. Business or trade schools: a use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.

F. Campground: facilities providing camping or parking areas and incidental services for travelers in recreational vehicles or tents, which accommodate each guest or visitor for no more than 14 consecutive days during any one-month period.

G. Cocktail lounge: a use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined in this section.

H. Commercial recreation (controlled-impact): private businesses, or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. Controlled-impact commercial recreation uses typically take place entirely within enclosed buildings or, when outdoors, have limited effects related to lighting, hours of operation, or noise. Typical uses include theaters,

private dance halls, billiard or bowling centers, game arcades, indoor skating facilities, miniature golf courses, and private golf courses.

I. Commercial recreation (high-impact): private businesses, or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. High-impact commercial recreation uses are typically located outdoors and have operating effects caused by lighting, noise, traffic, or hours of operation that create substantial environmental impacts. Typical uses include shooting ranges, lighted driving ranges, go-kart tracks, amusement parks, race tracks, and private baseball complexes.

J. Communications services: establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms but excludes those classified as "utilities." Typical uses include television studios, telecommunications service centers, telegraph service offices, or film and sound recording facilities. Broadcast and communications towers, and their minor ancillary ground structures, are classified as "miscellaneous use types."

K. Construction sales and services: establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures other than retail sale of paint, fixtures and hardware. This use type excludes those uses classified under "automotive and equipment services." Typical uses include building materials sales, or tool and equipment rental or sales.

L. Consumer services: establishments that provide services, primarily to individuals and households, but excluding automotive use types. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops.

M. Convenience storage: storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

N. Dog Day Care: establishments where dogs may be groomed, trained, exercised, and socialized but not bred, sold, or let for hire. Dogs may be boarded when totally within a building.

O. Food sales: establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Food sales establishments may include the sale of non-food items. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

(1) Convenience food sales: establishments occupying facilities of less than 10,000 square feet; and characterized by sales of specialty foods or a limited variety of general items, and the sale of fuel for motor vehicles.

(2) Limited food sales: establishments occupying facilities of less than 10,000 square feet; and characterized by sales of specialty foods or a limited variety of general items, but excluding the

accessory sale of fuel for motor vehicles. Typical uses include delicatessens, meat markets, retail bakeries, candy shops, and small grocery stores.

(3) General food sales: establishments selling a wide variety of food commodities and related items, using facilities 10,000 square feet or larger but less than 40,000 square feet. Typical uses include grocery stores and locker plants.

(4) Supermarkets: establishments selling a wide variety of food commodities, related items, and often providing a variety of non-food goods and services, using facilities 40,000 square feet or larger. Typical uses include large grocery stores.

P. Funeral services: establishments engaged in undertaking services such as preparing the human dead for burial, and arranging and managing funerals. Typical uses include funeral homes or mortuaries.

Q. Gaming facilities: establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons. Gaming facilities shall include the accessory sale of liquor and food, pursuant to regulations of the City of Seward and/or the State of Nebraska.

R. Kennels: boarding and care services for dogs, cats and similar small mammals or large birds; or any premises on which more than three animals included under this definition over four months of age are kept and maintained. Typical uses include boarding kennels, ostrich-raising facilities; pet motels, or dog training centers.

S. Laundry services: establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as "personal services." Typical uses include bulk laundry and cleaning plants, diaper services, or linen supply services.

T. Liquor sales: establishments or places of business engaged in retail sale of alcoholic beverages for off-premises consumption. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer or wine for off-site consumption.

U. Lodging: lodging services involving the provision of room and/or board, but not meeting the classification criteria of bed-and-breakfasts. Typical uses include hotels, apartment hotels, and motels.

V. Personal improvement services: establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services of a nonprofessional nature. Typical uses include driving schools, health or physical fitness studios, music schools, reducing salons, dance studios, handicraft and hobby instruction.

W. Personal services: establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; television or electronics repair; or dry-cleaning stations serving individuals and households. Personal services include establishments providing for the administration of massage or massage therapy carried out by persons licensed by the State of Nebraska when performing

massage services as a part of the profession or trade for which licensed or persons performing massage services under the direction of a person so licensed; or persons performing massage services or therapy pursuant to the written direction of a licensed physician.

X. Pet services: retail sales, incidental pet health services, and grooming and boarding, when totally within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.

Y. Research services: establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.

Z. Restaurants: a use engaged in the preparation and retail sale of food and beverages; including the sale of alcoholic beverages when conducted as a secondary feature of the use.

(1) Restaurant (drive-through or fast-food): an establishment that principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility, ordering boards, drive-through windows/lanes, on-site accommodations, self-service, and short stays by customers. **[Amended 6-16-2020 by Ord. No. 2020-13]**

(2) Restaurant (general): an establishment characterized by table service to customers and/or accommodation to walk-in clientele, as opposed to drive-in or fast-food restaurants. Typical uses include cafes, coffee shops, and restaurants.

AA. Restricted (or adult) businesses: any business activity that offers the opportunity to view specified sexual activities or view and touch specified anatomical areas in a manner that lacks serious literary, artistic, political, or scientific value. This category includes the sale or viewing of visual or print materials that meet this criteria if the sale of such material constitutes more than 20% of the sales or retail floor area of the establishment. Typical uses include retail services or stores which are distinguished by an emphasis on activities or materials that emphasize primarily sexual content in their inventory and marketing practices; businesses which offer live performances characterized by exposure of specified anatomical areas; and adult theaters. Businesses may be classified as adult entertainment businesses without regard to service of alcoholic beverages.

(1) For the purposes of this definition, "specified anatomical areas" include the following if less than opaquely covered: human genitals, the pubic region, pubic hair, or the female breast below a point immediately above the top of the areola.

(2) "Specified sexual activities" include any of the following conditions:

(a) Human genitals in a state of sexual stimulation or arousal.

(b) Acts or representations of acts of human masturbation, sexual intercourse with humans or animals, oral sex, or flagellation.

(c) Fondling or erotic touching of human genitals, pubic region, buttock, or female breast.

(d) Excretory functions as part of or in connection with any activities set forth in (a) through (c) above.

BB. Retail services: sale or rental with incidental service of commonly used goods and merchandise for personal or household use, but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services:

(1) Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and handcrafted items; apparel, jewelry, fabrics and like items; cameras, photograph services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation).

(2) General retail services include:

(a) Limited retail services: establishments providing retail services, occupying facilities of 3,000 square feet or less. Typical establishments provide for specialty retailing or retailing oriented to Seward and its surrounding vicinity.

(b) Medium retail services: establishments providing retail services, occupying facilities between 3,001 square feet and 10,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for specialty retailing or general-purpose retailing oriented to Seward and its surrounding vicinity.

(c) Large retail services: establishments providing retail services, occupying facilities between 10,001 square feet and 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for specialty retailing or general retailing oriented to Seward and its surrounding vicinity.

(d) Mass retail services: establishments providing retail services, occupying facilities over 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for general retailing oriented to Seward and the surrounding region.

CC. Stables and/or riding academies: the buildings, pens and pasture areas used for the boarding and feeding of horses, llamas, or other equine not owned by the occupants of the premises. This use includes instruction in riding, jumping, and showing or the riding of horses/equines for hire.

DD. Surplus sales: businesses engaged in the sale, including sale by auction, of used items or new items which are primarily composed of factory

surplus or discontinued items. Surplus sales uses sometimes include regular outdoor display of merchandise. Typical uses include flea markets, auction houses, factory outlets, or merchandise liquidators.

EE. Trade services: establishments or places of business primarily engaged in the provision of services that are not retail or primarily dedicated to walk-in clientele. These services often involve services to construction or building trades and may involve a small amount of screened, outdoor storage in appropriate zoning districts. Typical uses include shops or operating bases for plumbers, electricians, or HVAC (heating, ventilating, and air conditioning) contractors.

FF. Travel centers: facilities that provide for the sale of fuel, provisions, and supplies to motorists, including operators of over-the-road trucks, in which less than 30% of the total site area is devoted to the servicing, accommodation, parking, or storage of over-the-road trucks. The calculation of these areas includes but is not limited to fuel islands for diesel fuel, truck washing facilities, truck parking areas, and associated maneuvering areas. Travel centers include a mix of uses, including food sales, general retail services, auto and equipment services, and restaurants, and are typically located along or near interstate highways or other principal state and federal designated highway routes.

GG. Truck stops: facilities that provide for the sale of fuel, provisions, and supplies to motorists, including operators of over-the-road trucks, in which 30% or more of the total site area is devoted to the servicing, accommodation, parking, or storage of over-the-road trucks. The calculation of these areas includes but is not limited to fuel islands for diesel fuel, truck washing facilities, truck parking areas, and associated maneuvering areas. Travel centers include a mix of uses, including food sales, general retail services, auto and equipment services, and restaurants, and are typically located along or near interstate highways or other principal state and federal designated highway routes.

HH. Veterinary services (general): veterinary services and hospitals for small animals. Typical uses include pet clinics, dog and cat hospitals, pet cemeteries and crematoriums, and veterinary hospitals for livestock and large animals.

II. Veterinary services (large animal): veterinary services and hospitals for large animals such as cows, bulls, horses, and other livestock. Typical uses include veterinary hospitals for livestock and large animals.

Section 2. That §410-31.5 is amended as follows:

§ 410-31.5 Commercial uses.

A. Auto service, repair, equipment repair, travel center, truck stop, and body repair uses.

(1) Where permitted in commercial districts, all repair activities, including oil drainage, lifts, and other equipment, must take place within a completely enclosed building. Outdoor storage is permitted only where incidental to auto repair and body repair, provided that such storage is completely screened so as not to be visible from residential areas or public rights-of-way. Screening is subject to provisions of Article 33 of this chapter.

(2) Any spray painting must take place within structures designed for that purpose and be approved by the Building Official.

(3) All entrances and exits serving a gasoline or diesel service station, convenience store offering fuel sales, or automobile repair shop shall be at least 150 feet from a school, public park, religious assembly use, hospital, or residential use, as measured along any public street. Such access shall be at least 40 feet away from the right-of-way line of any intersection.

(4) All fuel pumps shall be set back at least 15 feet from any street line.

B. Automobile, RV, and equipment rental and sales.

(1) All outdoor display areas for rental and sales facilities shall be hard-surfaced, unless screened from casual view as provided by § 410-33.6.

(2) Body repair services are permitted as an accessory use to automobile rental and sales facilities, provided that such repair services shall not exceed 25% of the gross floor area of the building.

C. Bed-and-breakfasts.

(1) When permitted in residential districts, bed-and-breakfasts shall include a maximum of four guest units and the residence of the facility owner.

(2) Bed-and-breakfasts permitted in the CBD District must provide any sleeping facility only on levels above street level, except that units specifically designed and reserved for occupancy by handicapped people may be located on the street level.

D. Campgrounds.

(1) Minimum size. Each campground established after the effective date of this chapter shall have a minimum size of one acre.

(2) Setbacks. All campgrounds shall maintain a fifty-foot front yard setback and a twenty-five-foot bufferyard from all other property lines.

(3) Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all City ordinances; or, alternately, be limited to use by self-contained campers, providing their own on-board water and disposal systems.

E. Construction sales and service. Retail home improvement stores and centers may include outdoor storage of materials and must comply with the following conditions:

(1) Architectural design and materials shall be consistent with the current or projected character of the surrounding area.

(2) All outside storage or display of merchandise or other materials or equipment shall be screened from view at eye level from a public street or adjacent property.

(3) All storage buildings with overhead doors, drive openings, or open bays and all loading areas shall be fully screened from view at eye level from a public street or adjacent property.

(4) Minimum screening shall be consistent with screening standards set forth in § 410-33.6.

(5) All areas not occupied by buildings or landscaping shall be paved with concrete or asphalt, or surfaced with gravel or similar treatment to reduce dust.

F. Convenience storage. When permitted outside of the I-2 District, convenience storage facilities shall be subject to the following additional requirements:

(1) Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.

(2) All driveways within the facility shall provide a paved surface with a minimum width of 25 feet.

(3) All storage must be within enclosed buildings and shall not include the storage of hazardous materials.

(4) No storage buildings may open into required front yards.

(5) Facilities, except within the CBD (Central Business District), must maintain landscaped bufferyards of 30 feet adjacent to any public right-of-way and 20 feet adjacent to other property lines, unless greater setbacks are required by Article 33.

(6) Within the CBD (Central Business District), all storage units must be contained within an enclosed building structure.

G. Dog Day Care

1. The dogs shall be under the direct supervision of an on duty company employee at all times.

2. Provide sight obscuring fencing for all on-site outdoor exercise areas. The fence shall be subject to 410-32.8 - Fence Regulations.

3. Outdoor exercise area shall have artificial turf and/or pea gravel.

4. Maximum of 15 dogs in the outdoor exercise area.

5. Outdoor exercise area hours of operation is from dawn to dusk.

6. The outdoor exercise area shall not be used on July 4th.

7. Dog Day Care facilities shall not be adjacent to a residential zoning district; this includes across streets and right-of-ways.

8. The applicant shall be required to obtain all licenses and permits and meet the City's Conditional Use and Site Plan review requirements, as applicable.

H. Kennels.

(1) The minimum lot size shall be two acres.

(2) No dog runs or exterior kennels shall be located nearer than 50 feet to any property line and 100 feet to the property line of any residential use or district. [Amended 9-17-2019 by Ord. No. 2019-26]

(3) All kennel facilities shall be screened around such facilities or at property lines to prevent distracting or exciting animals. Screening shall be of a type provided by Article 33, establishing landscape and screening standards.

I. Restricted (adult entertainment) businesses. Adult entertainment businesses shall be subject to the following restrictions, and no person shall cause or permit the establishment of any adult entertainment business contrary to said restrictions:

(1) No adult entertainment business shall be open for business between the hours of 12:00 midnight and 6:00 a.m.

(2) A new adult entertainment business shall not be allowed within 1,000 feet of an existing adult entertainment business.

(3) A new adult entertainment business shall not be located within 500 feet of any residentially zoned district or 1,000 feet of a preexisting school, public park, or place of worship.

(4) The provisions of this subsection shall apply to any adult entertainment businesses in existence at the time the ordinance codified in this chapter takes effect. All nonconformance shall come into compliance on or before January 1, 2005, and no such nonconforming use shall be permitted to expand in size or scope and the rights granted in this chapter shall terminate upon cessation of business, sale or transfer of ownership of the adult entertainment business.

(5) Measurement of distances. For the purpose of this subsection, measurements shall be made in a straight line, without regard to intervening structures or objects, from the main entrance of such adult entertainment business to the point on the property line of such other business, school, church, public park or areas zoned for residential use which is closest to the main entrance of such adult entertainment business.

(6) No adult entertainment business shall be conducted in any manner that permits the observation of models or any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decoration, sign, show window or other opening from any public way or from any property not licensed as an adult use. No operator of an adult entertainment business or any officer, associate, member, representative, agent, owner, or employee of such business shall engage in any activity or conduct or permit any other person to engage in any activity or conduct in or about the premises which is prohibited by this code or any laws of the state or the United States.

(7) No part of the interior of the adult entertainment business shall be visible from any pedestrian sidewalk, walkway, street, or other public or semi-public area.

(8) An adult entertainment business shall post a sign at the entrance of the premises, which shall state the nature of the business and shall state that no one under the age of 18 years is allowed on the premises. The sign shall comply with the City's sign regulations. This section shall not be construed to prohibit the owner from establishing an older age limitation for coming on the premises.

(9) Nuisance operation. Any adult entertainment business operated, conducted or maintained contrary to the provisions of this chapter shall be and the same is declared to be unlawful and a public nuisance, and the City Attorney may, in addition to or in lieu of prosecuting a criminal action under this chapter, commence an action or actions, proceeding or proceedings, for the abatement, removal or enjoinder thereof, in the manner prescribed by law, and shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such establishment and restrain and enjoin any person from operating, conducting or maintaining an adult entertainment business contrary to the provisions of this chapter.

Section 3. The following use type is added in 410 Attachment 1, City of Seward Use Matrix:

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
Commercial Uses																
Dog Day Care	M	S	S						S	S	S	S		S		410-31.5

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 _____, 2022

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Derek Bargmann
City Clerk/
Human Resource Director

2. Public Hearing - 7:00 PM - Consideration of a Special Use Permit for 511 Bradford Street to Allow an Outdoor Dog Exercise Area in the Central Business District - Building/Zoning & Code Enf. Director Dworak



PAID 9-1-2022 CLK

Application for Special Use Permit

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

Instructions:

- 1. Fill out the application form completely. Use additional sheets if needed.
2. Filing Fee is \$200. Notification Fee is \$100. Amount Due is \$300 payable to th City of Seward.
3. Contact the City of Seward Building & Zoning Director for questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.

Date: 8/30/20 Permit No. [initials]
Applicants Name: The Alps Dog Retreat LLC
Applicants Address: 511 Bradford St, Seward, NE 68434
Phone Number: (402) 204-0908
Email: info@alpsbarkpark.com
Present use of Property: vacant lot
Requested use of Property: exercise yard
Present Zoning: CBD
Legal Description: Blk 1-2, 10-13, 5, 8, 9, 3, 14-18 Blk 37 Clouds Addition city of Seward

Provisions of the Zoning Regulations you are seeking for this permit:

410-44.3, permit is with the owner

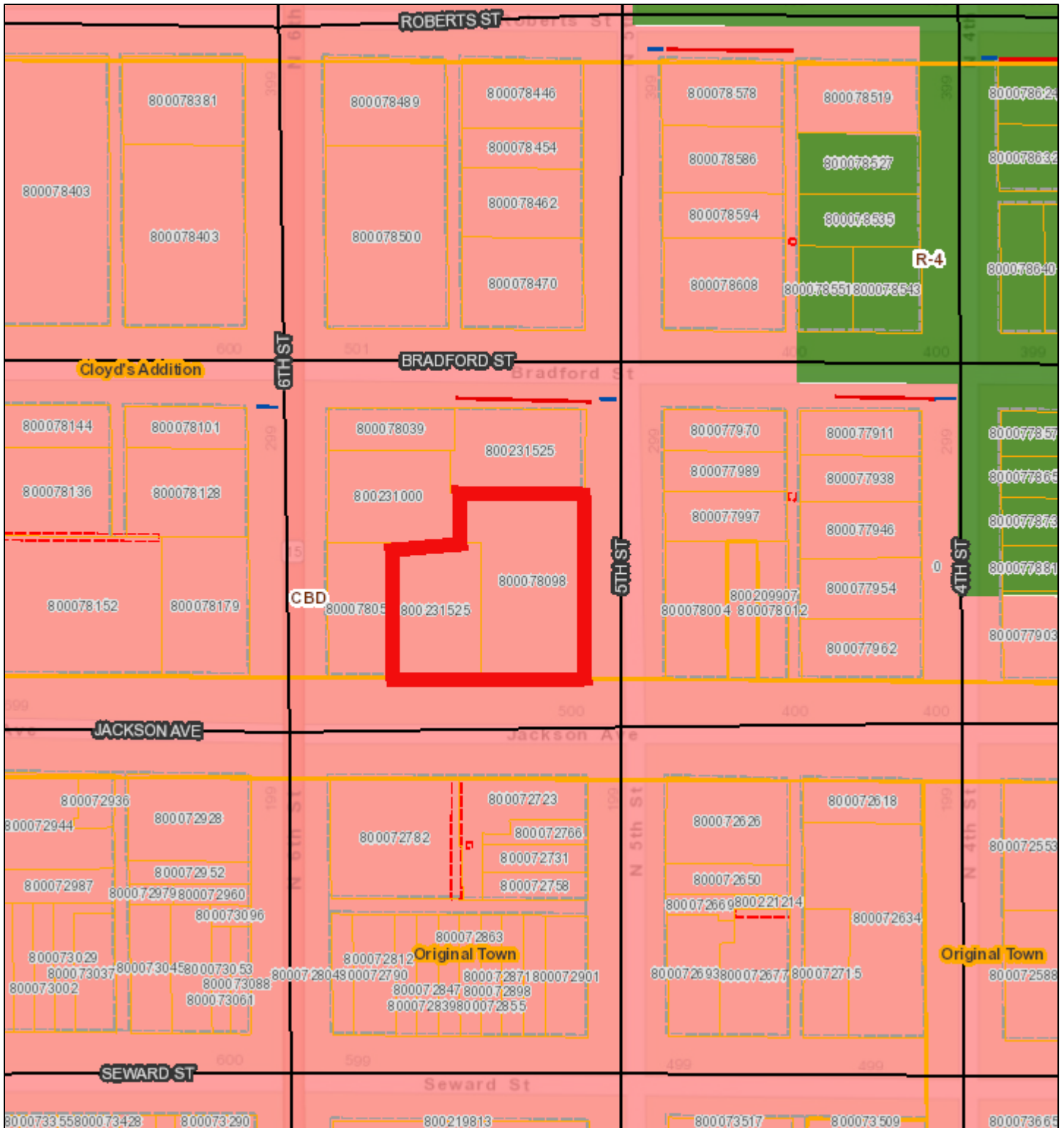
Number of Years for Permit (5 yrs, 10 yrs, etc): ? per activity

Explain in detail what you propose to do: We'd like to build an outdoor play yard for dogs

Adjoining Property Use: North: CBD South: CBD
West: CBD East: CBD? I think

This authorize the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members the City of Seward Planning Commission or Seward City Council.

Applicant Signature: [Handwritten Signature]



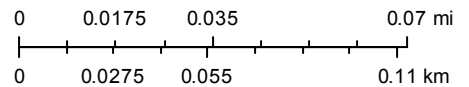
September 9, 2022

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

Legend

- ADA Sidewalk
- Deficient Sidewalk
- Missing Sidewalk
- Streets
- Parcels
- Subdivisions

1:2,199



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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

Special Use permit

FINAL ACTION?

DEVELOPER/OWNER

Scott Dinslage/The Alps Dog Retreat LLC

PC HEARING DATE

September 12, 2022

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

511 Bradford St – CBD - Commercial

ADJACENT ZONING DISTRICTS/USE:

North, CBD, Commercial – Twin Rivers Health Care

East, CBD, Residential – Mark Suhr

South, CBD, Commercial – Suhr & Lichity Insurance Agency, Inc

West, CBD, Commercial – Jack Russel – Farm Bureau Financial Services

BRIEF SUMMARY OF REQUEST

A Special Use Permit application for a Doggy Day Care in the Central Business District (CBD).



APPLICATION CONTACT

Scott Dinslage – 402-204-0908

511 Bradford St, Seward, NE 68434

ANALYSIS

The Alps Dog Retreat would like to construct an outdoor exercise area for their clients dogs based on the newly created Doggy Day Care use. The specific conditions for the Special Use Permit are listed below. The permit would be issued with the owner and expire should the owner no longer own the property used by the Alps Dog Retreat.

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

APPROXIMATE LAND AREA:

0.52 acres or 22,758 square feet +/-

LEGAL DESCRIPTION:

LOTS 1-2, 10-13, 5, 9, 3, 14-18 Block 37 CLOYDS ADDITION CITY OF SEWARD

Prepared by

Tim Dworak

City of Seward Building – Zoning – Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU22-06.

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits a Doggy Day Care in the CBD District.

SITE SPECIFIC CONDITIONS:

1. Dogs to be supervised by an on duty company employee at all times.
2. Outdoor area shall have obscuring fencing per §410-32.8 Fence Regulations.
3. Outdoor area shall have artificial turf and/or gravel.
4. Maximum of 15 dogs in the outdoor area.
5. Outdoor hours of operation are from dawn to dusk.
6. Outdoor area shall not be used July 4th of any year.

STANDARD CONDITIONS:

3. Public Hearing - 7:00 PM - Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Chapter 35 'Sign Regulations' and Attachment 2 - Building/Zoning & Code Enf Director Dworak

ORDINANCE NO. 2022-

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 35 & ATTACHMENT 2; TO AMEND SIGN REGULATIONS; TO AMEND SIGN TABLES; 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 §410-35 is amended as follows:

§ 410-35.1 Purpose.

The sign regulations provide standards for communicating information in the environment of the City of Seward and its jurisdiction. The regulations recognize the need to protect public health, safety, and welfare; to maintain the City's attractive appearance; to provide for adequate business identification, advertising, and communication of information; and to encourage the fair enforcement of sign regulations.

§ 410-35.2 Definitions.

The following definitions shall be used for terms contained in this article that are not otherwise defined in the Seward Municipal Code or in this Unified Land Development Ordinance:

ATTACHED SIGN

A sign that is structurally connected to a building or depends upon that building for support.

AUXILIARY DESIGN ELEMENTS

Terms that describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.

AWNING and AWNING SIGN

A temporary or movable shelter supported entirely from the exterior wall of a building and composed of non-rigid materials, except for a supporting framework. An awning sign is a message printed on such a shelter.

BANNER

Material with a printed message or graphic secured or mounted on a structure in such a way as to allow wind movement.

BUILDING MARKER

An historic or commemorative plaque; or a building name or cornerstone carved into a masonry surface.

BUSINESS CENTER IDENTIFICATION SIGN

A sign that identifies a building or group of commercial buildings in single ownership or control, sharing parking and access.

CANOPY (OR ARCADE) SIGN

A sign that is attached or made an integral part of a canopy.

CLEARANCE

The distance from the bottom of a sign face elevated above grade and the grade below.

DETACHED SIGN

A sign that is self-supporting and structurally independent from any building.

DIRECTIONAL SIGN

A sign that serves only to designate the location or direction of any area or place.

DOUBLE-FACED SIGN

A sign consisting of no more than two parallel or near-parallel faces supported by a single structure. The angle created by the two faces of a double-faced sign shall not exceed 15°.

ELECTRONIC INFORMATION SIGNS

Signs which use an array of electrically illuminated lights, generally controlled by a computer or other electronic programming device, to display information or supporting graphics.

FLAG SIGN

A sign that is emblazoned on a flag and intended to be displayed in a free-flowing manner.

FLASHING SIGN

A sign that has a lighting source or lighting element that periodically illuminates or is not maintained stationary or constant in intensity and/or color at all times when the sign is in use, usually in a manner so as to draw the attention of the viewer. This definition specifically excludes electronic information signs.

FRONTAGE

The length of a property line of any one premises abutting and parallel to a public street, private way or court.

GROUND SIGN

A detached on-premises sign built on a freestanding frame, mast or pole(s) with a clearance no greater than three feet.

ILLUMINATION

Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.

MARQUEE

A permanent roofed structure attached to and supported by a building and extending over a public right-of-way.

MAXIMUM PERMITTED SIGN AREA

The maximum permitted combined area of all signs allowed on a specific property.

MONUMENT SIGN

An on-premises freestanding sign with the appearance of a solid base.

MOVING SIGN

A sign that conveys its message through rotating, changing or animated elements.

NONCONFORMING SIGN

A sign that was legally erected prior to the adoption of this chapter or any amendment thereto but which violates the regulations of this chapter.

OUTDOOR ADVERTISING SIGN

A panel for the display of information relating to a business, product, event, or other subject of advertising or publicity. Outdoor advertising signs may advertise on-premises or off-premises businesses or products, but are not included in the definition of "premises identification sign." Special regulations or permissions apply to outdoor advertising signs in certain geographic locations within the City of Seward and its jurisdiction.

POLE SIGN

An on-premises sign built on a freestanding frame, mast or pole(s) with a clearance greater than three feet.

PORTABLE SIGN

Any sign supported by frames or posts rigidly attached to bases not permanently attached to the ground or a building and capable of being moved from place to place.

PREMISES

A tract of one or more lots or sites that are contiguous and under common ownership or control.

PREMISES IDENTIFICATION SIGN

A sign which pertains to the use of a premises and which contains information about the owner or operator of that use; the type of business being conducted or the principal brand name of a commodity sold on the premises; and other information relative to the conduct of the use.

PROJECTING SIGN

A sign, other than a wall sign, that is attached to and projects from a building face.

RESIDENTIAL SIGN

A small detached or attached sign located on a residential premises, conveying a message communicated by the owner of the property.

ROOF SIGN

Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.

A. INTEGRAL ROOF SIGNA roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.

B. ABOVE-PEAK ROOF SIGNA roof sign positioned above the peak of a roof or above a parapet or cornice.

SIGN

A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information about a product,

business, activity, place, person, institution, candidate or political idea.

SIGN TYPE

A functional description of the use of an individual sign; includes owner identification, advertising, directional, electronic message, and temporary.

STREET FACADE

Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, private way, or court. Separate faces oriented in the same direction or within 45° of one another are considered part of the same street facade.

TEMPORARY SIGN

Any sign designed or fabricated of materials of relatively low durability; ; or is portable, or easily removable.

WALL SIGN

A sign attached to and parallel with the side of a building.

WINDOW SIGN

A sign painted on or installed inside a window for the purpose of viewing from outside the premises.

ZONE LOT

A parcel of land in single ownership that is large enough to meet the minimum zoning requirements of its zoning district and can provide such yards and other open spaces that are required by the site development regulations.

§ 410-35.3 General regulations for signs and street graphics.

A. Compliance. Each sign or part of a sign erected within the zoning jurisdiction of the City of Seward must comply with the provisions of this chapter, other relevant provisions of the City of Seward's Municipal Code, and applicable building codes.

B. Resolution of conflicting regulations. This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Seward's Municipal Code. In cases of conflicts between Code sections, state or federal regulations, the more restrictive regulations shall apply.

C. Prohibited signs. The following signs are prohibited in all zoning districts:

(1) Signs or sign structures which resemble, imitate, simulate, or conflict with traffic control signs or devices included in the Manual of Uniform Traffic Control Devices, which otherwise mislead or confuse persons traveling on public streets, which create a traffic hazard, or which violate any of the provisions of Neb. RS 60-6, 127 or 60-6, 128 of the Nebraska Rules of the Road or any other applicable state statutes.

(2) Balloons, posters. Signs which contain or consist of , balloons, posters, pennants, ribbons, streamers, spinners, or other similarly moving devices, except as specifically provided in this section. These devices, when not part of any sign, shall also be prohibited.

(3) Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.

- (4) Signs on public property not approved by the City.
- (5) Flashing signs. No flashing, blinking, or rotating lights shall be permitted for either permanent or temporary signs.
- (6) Moving signs. No sign shall be permitted to have any part of which moves by any mechanical means.
- (7) Painted wall signs: off-premises signs painted on building walls.
- (8) Above-peak roof signs.

D. Exempt signs. The following signs are permitted in any zoning district and are exempt from permitting:

- (1) Street banners: providing that specific approval is granted under regulations established by the City Council.
- (2) Public signs: signs of a noncommercial nature and in the public interest, erected by or upon the order of a public officer in the performance of his public duty, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, signs of historical interest and other similar signs, including signs designating hospitals, libraries, schools and other institutions or places of public interest or concern.
- (3) Integral signs: names of buildings, dates of erection, monumental citations, commemorative tablets and other similar signs when carved into stone, concrete or other building material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the structure to which they are attached.
- (4) Window signs: such signs that are displayed inside of a window or within a building; provided, however, that neon window signs shall be permitted only in those districts where neon signs are permitted.
- (5) Works of graphic art painted or applied to building walls that contain no advertising or business identification messages.
- (6) Residential signs not to exceed six square feet in area. [Amended 4-3-2018 by Ord. No. 2018-10; 8-17-2021 by Ord. No. 2021-18]
- (7) Neighborhood or subdivision identification signs under 50 square feet.
- (8) Signs that are not visible from a public right-of-way, private way, or court or from a property other than that on which the sign is installed.
- (9) Directional signs, provided that such signs:
 - (a) Do not exceed four square feet in maximum size or three feet in maximum height.
 - (b) Are limited to one sign at each driveway or access point with a public street; and one sign at any critical decision point internal to a development.

E. Temporary signs.

(1) Size and limitations of temporary signs. The location of temporary signs shall comply with the following regulations:

(a) The maximum size of temporary signs or portable signs shall be 50 square feet in area. Temporary residential signs shall not exceed 6 square feet.

(2) Location requirements for temporary signs.

(a) Temporary signs shall be located two feet (2') behind the sidewalk. If no sidewalk is present, the temporary sign shall be located six feet (6') from back of curb line or edge of roadway if no curb line is present\

(b) Temporary signs shall not be attached to any, building, sign pole or light pole on public or private property; or public utility poles or trees on either public or private property.

(c) Temporary signs are prohibited in any public right-of-way or property, including streets, sidewalks, parks, and public facilities.

(d) Temporary signs may be located within the vision clearance triangle defined by § 410-32.4F with permission of the adjacent property owner and the height of the sign is twenty-four inches (24") or less.

(e) Temporary signs shall not interfere with any public right-of-way, driveway or accessway, or any means of access to or egress from any building.

(f) Detached temporary signs may be placed on public property with permission of the City.

(3) Condition of temporary signs.

(a) All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed, subject to the provisions of this section.

(b) The Zoning Administrator shall order the removal of any sign not in compliance with any provisions of this section. If the owner of the premises on which such sign is located, or the owner of the sign if unlawfully located on public property, fails to remove such sign, the Zoning Administrator shall be authorized to remove the sign.

F. Vision clearance triangle. No sign may project into or be placed within a vision clearance triangle defined by § 410-32.4F.

G. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

§ 410-35.4 Basic design elements.

A. Wall signs and graphics. Wall signs and graphics are subject to the following general regulations:

(1) A wall sign shall not extend more than 18 inches from the wall to which it is attached.

(2) A wall sign must be parallel to the wall to which it is attached.

(3) A wall sign may not extend beyond the corner of the wall to which it is attached; except where attached to another wall sign, it may extend to provide for the attachment.

(4) A wall sign may not extend beyond its building's roof line.

(5) A wall sign in the CBD District attached to a building on its front property line may encroach upon a public right-of-way by no more than 18 inches. Such a wall sign shall provide minimum clearance of eight feet, six inches. [Amended 11-1-2005 by Ord. No. 53-05]

(6) For the purpose of calculating permitted sign areas pursuant to this article, signs painted on the walls of buildings shall be considered wall signs.

(7) Where permitted, canopy signs are counted as wall signs when calculating total permitted sign area.

B. Projecting signs and graphics. Projecting signs and graphics are subject to the following general regulations: [Amended 11-1-2005 by Ord. No. 53-05]

(1) The maximum projection of any projecting sign shall be as follows:

(a) Three feet over public sidewalks less than 12 feet wide.

(b) Five feet over public sidewalks 12 feet wide or more, or over private property.

(2) Each projecting sign must maintain at least the following vertical clearances:

(a) Over sidewalks: 12 feet; except that a canopy may reduce its vertical clearance to seven feet six inches.

(b) Outside of parking areas or driveways, but within three feet of such areas; or within 50 feet of the right-of-way lines formed by a street intersection: 15 feet.

(c) Over parking lots: 15 feet.

(d) Over driveways: 18 feet.

(3) Projecting signs must minimize visible support structures, including guy wires, cables, turnbuckles, angle iron, or other similar external support structure.

C. Pole signs. Pole signs, where permitted, are subject to the following general regulations:

(1) Each pole sign must maintain at least the following vertical clearances:

(a) Over sidewalks: eight feet, six inches.

(b) Outside of parking areas or driveways, but within three feet of such areas; or within 50 feet of the right-of-way lines formed by a street intersection: 10 feet.

- (c) Over parking lots: 14 feet.
- (d) Over driveways: 18 feet.

(2) Permitted pole signs may revolve at a rate not to exceed six revolutions per minute.

D. Awning signs. Awning signs, where permitted, are subject to the following regulations:

(1) The copy area of an awning sign shall not exceed 25% of the total face area of the awning. The combined area of all front-facing awning panels shall not exceed 35% of the total wall area.

(2) Awnings shall not extend above the eave or parapet of the building facade and shall be a minimum of seven feet six inches above the sidewalk or grade, whichever is higher. Awnings shall not extend over any area utilized by motor vehicles.

(3) Awnings may project no more than nine feet from the facade of the wall to which they are mounted. Any extension beyond six feet shall have plans stamped by a licensed architect or professional engineer, certifying the ability of the wall and associated structures to carry all imposed loads.

E. Electronic information signs. Electronic information signs, where permitted, are subject to the following regulations: [Amended 11-1-2005 by Ord. No. 53-05]

(1) No electronic information sign shall be programmed in a way that suggests or resembles a traffic control device, such as a traffic signal. § 410-35.5 Other design elements.

A. Illumination. Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway.

B. Marquees and marquee signs. Signs placed on, attached to, or constructed on a marquee are subject to the maximum projection and clearance regulations of projecting signs.

C. Permanent banners.

(1) A banner sign projecting from a building may not exceed the wall height of the building.

(2) Maximum projection for any banner is five feet from the building, with a minimum clearance of 10 feet.

(3) Flag signs and banner signs count against the sign area permitted a premises.

D. Clocks. For the purposes of this article, clocks are not considered a moving sign.

§ 410-35.6 Nonconforming signs.

A. Conformance required. Except as may be hereinafter specified, no sign shall be erected, placed, maintained, converted, enlarged, reconstructed or structurally altered which does not comply with all of the regulations established by this chapter.

B. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

C. Nonconformance and amortization of premises identification signs. Where a sign exists at the effective date of adoption or amendment of the ordinance codified in this chapter that could not be built under the terms of this chapter by reason of restrictions on area, use, height, setback, or other characteristics of the sign or its location on the lot, such sign may be continued so long as it remains otherwise lawful, subject to the following provisions:

(1) No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.

(2) Should such a sign be destroyed by any means to an extent of 60% or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.

(3) Within any zoning district, all premises identification signs or other signage that pertains to the premises on which such sign is located shall comply fully with the provisions of this chapter, unless otherwise provided, within 15 years after the effective date of this chapter. This amortization provision does not apply to outdoor advertising signs, provided that such signs remain in continuous use. Any nonconforming outdoor advertising sign that remains unused for a continuous period of 180 days shall forfeit its right to continue as a nonconforming use.

§ 410-35.7 Permit procedures.

A. Applicability.

(1) A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all signs conforming with this chapter.

(2) A permit shall not be required for repainting without changing permanent wording, composition, or colors; or for nonstructural repairs.

B. Plan submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this chapter. Such plans shall show sufficient details about the size of the sign, location and materials to be used and such other data as may be required for the Building Official to determine compliance with this chapter. When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign and its installation by a registered professional engineer with specialization in structures.

C. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this chapter, may appeal such decision to the Board of Adjustment as provided by § 410-44.8 of this Unified Land Development Ordinance.

D. Application fees. Each application for a sign permit shall be accompanied by any applicable fees, which shall be established by the City Council from time to time by resolution.

§ 410-35.8 Area, height and setback measurements.

A. Maximum permitted sign area. Maximum permitted sign area for a premises is set forth as a numerical limit or as a function of the frontage of the premises on a street or private way. For properties with frontage on more than one street or private way, the total frontage shall be calculated as the longest frontage plus 1/2 the length of all additional frontages.

B. Sign area.

(1) Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, or architectural elements of the building.

(2) The area of double-faced signs is calculated on the largest face only.

(3) The sign area for ground signs, monument signs, and architectural sign bands is calculated as the area enclosing the extreme limits of the copy only.

(4) In the case of individual letters mounted to a wall, only the total area of the letters themselves is included within the sign area.

C. Height. The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or sign structure.

D. Setback. The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.

§ 410-35.9 Permitted sign types by zoning district.

Table 35A, included as an attachment to this chapter, sets forth the sign types permitted within each zoning district of the City of Seward.

§ 410-35.10 Auxiliary design elements.

Table 35B, included as an attachment to this chapter, sets forth auxiliary design elements permitted within each zoning district of the City of Seward.

§ 410-35.11 Maximum permitted sign area.

Table 35C, included as an attachment to this chapter, sets forth the maximum sign area permitted within each zoning district of the City of Seward.

§ 410-35.12 Permitted signs by numbers, dimensions and location.

Table 35D, included as an attachment to this chapter, sets forth the maximum permitted number of signs per premises; the maximum permitted dimensions of each sign; and the required setbacks for detached signs.

§ 410-35.13 Outdoor advertising signs in commercial and industrial districts.

Within the total amount of sign area permitted to them, some parcels at specific locations in the AG, C-2, I-1 and I-2 Zoning Districts may elect to devote a portion of their sign budgets to installation of an outdoor advertising sign, subject to the conditions contained in this section. This provides a variation from the maximum size of an individual detached sign set forth in Table 35C.

A. Location. Eligible properties must be located within an AG, C-2, I-1 or I-2 District along Nebraska Highway 15 or U.S. Highway 34.

B. Impact on business identification and other signage. Utilization of this provision does not entitle any parcel to additional permitted sign area, and the area of the sign counts against the total sign area permitted the parcel. The outdoor advertising sign shall count as a detached sign for the purpose of calculating the total number of permitted detached signs.

C. Maximum size and height.

(1) The size of an outdoor advertising sign shall not exceed 500 square feet.

(2) The maximum height of such a sign shall be 35 feet.

D. Separation factors.

(1) Where permitted along Nebraska Highway 15, outdoor advertising signs in excess of the maximum size permitted by Table 35D shall be separated by 2,000 feet from any other outdoor advertising sign of any size and 300 feet from any other detached sign.

(2) Any such outdoor advertising sign shall be separated by 200 feet from any property in a residential zoning district, including RR through R-4 and RM Districts.

E. Other standards.

(1) New installations of stacked signs or other installations of two signs facing the same direction on a single structure are prohibited.

(2) The area around the base of the sign shall be maintained by the sign owner or property owner in clean condition. A radius of 10 feet around the base of the sign shall be landscaped in accordance with the provisions of Article 33.

(3) Nothing in this section shall be taken to abrogate or limit the ability of a property owner to devote a sign that is fully consistent with the regulations and dimensions set forth by Tables 35C and 35D for an advertising message. This section only addresses terms under which a larger than otherwise permitted outdoor advertising sign may be installed.

§ 410-35.14 Sign master plan for large projects.

For projects with an overall site area in excess of six acres, an applicant may submit a sign master plan, detailing the size, location, and design of all signs on the site. The sign master plan may adjust the strict application of these standards, but must clarify the exact nature of the adjustments. Such a sign master plan shall be approved by the City Council after review and recommendation by the Planning Commission. This review follows the same process as review of a PUD District.

Section 2. That the following notes are amended in 410 Attachment 2, City of Seward Sign Table 35C:

ZONING AND SUBDIVISION

410 Attachment 2

City of Seward

Table 35A
Permitted Signs by Type and Zoning Districts
[Amended 11-1-2005 by Ord. No. 5305]

KEY:

- P Permitted for all uses
- P(C) Permitted for civic uses
- N Not permitted

Sign Types	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Detached Signs												
Residential	P	P	P	P	P	P	P	P	P	N	N	N
Premises identification	P	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P
Directional	P(C)	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P
Ground	P	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Pole	N	N	N	N	N	P	P	P	P	P	P	P
Attached Signs												
Awning	N	N	N	N	N	P	P	P	P	P	P	P
Banner	N	N	N	N	N	P	P	P	P	P	P	P
Building marker	P	P	P	P	P	P	P	P	P	P	P	P
Canopy	N	N	N	N	N	P	P	P	P	P	P	P
Premises identification	P	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Incidental	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Marquee	N	N	N	N	N	P	P	P	P	P	P	P
Projecting	N	N	N	N	N	P	P	P	P	P	P	P
Roof, integral	N	N	N	N	N	N	P	N	N	N	N	N
Roof, above peak	N	N	N	N	N	N	N	N	N	N	N	N

SEWARD CODE

Sign Types	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Wall	P	P	P	P	P	P	P	P	P	P	P	P
Window	P	P	P	P	P	P	P	P	P	P	P	P
Miscellaneous												
Flag sign	P	P	P	P	P	P	P	P	P	P	P	P

ZONING AND SUBDIVISION

**Table 35B
Auxiliary Sign Elements**

KEY:

- P Permitted for all uses
- P(C) Permitted for civic uses
- N Not permitted

Design Element	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Illumination												
Indirect	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Direct	N	N	N	N	N	N	N	N	N	N	N	N
Internal	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Neon	N	N	N	N	N	P	P	P	P	N	P	P
Flashing	N	N	N	N	N	N	N	N	N	N	N	N
Flame	N	N	N	N	N	N	N	N	N	N	N	N
Bare bulb	N	N	N	N	N	N	N	N	N	N	N	N
Other												
Electronic information	N	N	P(C)*	P(C)*	P(C)*	P	P	P	P	P	P	P
Moving	N	N	N	N	N	N	N	N	N	N	N	N
Rotating	N	N	N	N	N	N	N	N	N	N	N	N

*Allowed along highway frontage only. Subject to site plan review.

SEWARD CODE

Table 35C
Permitted Signs by Maximum Permitted Area and District
[Amended 11-1-2005 by Ord. No. 53-05; 8-17-2021 by Ord. No. 2021-18]

The maximum permitted area for all signs on a premises, excluding directional signs, building marker signs, and United States, state, or university flags, shall not exceed the lesser of the following:

	Zoning District								
	AG	RR	R-1 R-2 R-3 R-4 RM	UC	C-1	C-2	CBD	BP	I-1 I-2
Square feet of signage per linear foot of frontage	NA	NA	NA	2.0	2.0	3.0	2.0	1.0	2.0
Maximum total square feet	(Note 1)	(Note 2)	(Note 3)	300 (Note 4)	500 (Note 5)	800	400	400	800

Note 1: 200 square feet for civic or commercial uses; six square feet for residential uses, including home occupations.

Note 2: 50 square feet for project identification signs or civic uses; six square feet for residential uses, including home occupations.

Note 3: Civic uses – 32 square feet for the first acre, then 10 square feet for every additional acre with a maximum of 200 square feet. Subject to site plan review; 50 square feet for project identification signs for multifamily or mobile home developments and for nonresidential uses when permitted; six square feet for residential uses, including home occupations.

Note 4: Maximum limits apply to nonresidential premises only. On premises with primary residential use, 50 square feet for project identification signs for multifamily developments, six square feet for residential uses, including home occupations.

Note 5: One business center identification sign with a maximum area of 100 square feet is permitted in addition to the maximum total square feet established here, subject to the regulations set forth by Table 35D.

ZONING AND SUBDIVISION

Table 35D
Permitted Signs by Numbers, Dimensions and Location
[Amended 11-1-2005 by Ord. No. 53-05]

Each individual sign shall comply with the regulations for maximum quantity, maximum size, minimum setbacks, and height limits shown in this table.

KEY:

x See Table 35C for maximum sign sizes

	Zoning District							
	AG	RR R-1 R-2 R-3 R-4 RM	UC	C-1 (Note 4)	C-2 (Note 2, 4)	CBD (Note 4)	BP (Note 4)	I-1 I-2 (Note 3, 4)
Detached Signs								
Number permitted per premises	1	1	1	NA	NA	1	NA	NA
Per feet of frontage of property	NA	NA	NA	1 per 300	1 per 200	NA	1 per 300	1 per 300
Maximum size (square feet)	100 (Note 4)	x	100	200	400	150	150	400
Maximum height (feet) of structure above ground								
Pole signs	NA	NA	35	35	35	35	35	35
Monument or ground signs	15	6	10	15	15	15	15	15
Front yard setback (feet)	25	5	10	10	5	0	5	0
Side yard setback (feet)	10	10	10	5	5	0	5	0
Attached Signs								
Maximum size* (square feet)	100	X	150	150	300	150	300	300

SEWARD CODE

Note 1: In addition to its total permitted sign area, each premises used for a business center may have one detached center identification sign, subject to the following conditions:

1. The maximum area for a center identification sign shall be 100 square feet.
2. No center identification sign shall be within 300 feet of any other center identification sign or within 150 feet of any other detached sign on the same or adjacent premises.
3. The sign shall display no more than the name and location of the business center.
4. Each sign shall be subject to all other regulations for detached signs or graphics set forth in this Part 7 of Chapter 410.

Note 2: Within the total maximum sign allowance permitted by Table 35C, properties in certain C-2, I-1 and I-2 Districts may elect to locate an outdoor advertising sign in excess of 300 square feet, up to a maximum of 500 square feet, subject to the conditions set forth in § 410-35.13.

Note 3: One nonilluminated directional sign with a maximum size of 12 square feet is permitted at each major entrance to the development. Such sign shall be a monument or ground sign with a maximum height of four feet.

Note 4: The maximum permitted height for an oversized outdoor advertising sign in areas defined by § 410-35.13 shall be 35 feet.

Section 3. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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 _____, 2021

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Derek Bargmann
City Clerk/
Human Resource Director

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Article 35 Sign Regulations

§ 410-35.1 **Purpose.**

The sign regulations provide standards for communicating information in the environment of the City of Seward and its jurisdiction. The regulations recognize the need to protect public health, safety, and welfare; to maintain the City's attractive appearance; to provide for adequate business identification, advertising, and communication of information; and to encourage the fair enforcement of sign regulations.

§ 410-35.2 **Definitions.**

The following definitions shall be used for terms contained in this article that are not otherwise defined in the Seward Municipal Code or in this Unified Land Development Ordinance:

ATTACHED SIGN

A sign that is structurally connected to a building or depends upon that building for support.

AUXILIARY DESIGN ELEMENTS

Terms that describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.

AWNING and AWNING SIGN

A temporary or movable shelter supported entirely from the exterior wall of a building and composed of non-rigid materials, except for a supporting framework. An awning sign is a message printed on such a shelter.

BANNER

Material with a printed message or graphic secured or mounted on a structure in such a way as to allow wind movement.

BUILDING MARKER

An historic or commemorative plaque; or a building name or cornerstone carved into a masonry surface.

BUSINESS CENTER IDENTIFICATION SIGN

A sign that identifies a building or group of commercial buildings in single ownership or control, sharing parking and access.

CANOPY (OR ARCADE) SIGN

A sign that is attached or made an integral part of a canopy.

CLEARANCE

The distance from the bottom of a sign face elevated above grade and the grade below.

DETACHED SIGN

A sign that is self-supporting and structurally independent from any building.

DIRECTIONAL SIGN

A sign that serves only to designate the location or direction of any area or place.

DOUBLE-FACED SIGN

A sign consisting of no more than two parallel or near-parallel faces supported by a single structure. The angle created by the two faces of a double-faced sign shall not exceed 15°.

ELECTRONIC INFORMATION SIGNS

Signs which use an array of electrically illuminated lights, generally controlled by a computer or other electronic programming device, to display information or supporting graphics.

FLAG SIGN

A sign that is emblazoned on a flag and intended to be displayed in a free-flowing manner.

FLASHING SIGN

A sign that has a lighting source or lighting element that periodically illuminates or is not maintained stationary or constant in intensity and/or color at all times when the sign is in use, usually in a manner so as to draw the attention of the viewer. This definition specifically excludes electronic information signs.

FRONTAGE

The length of a property line of any one premises abutting and parallel to a public street, private way or court.

GROUND SIGN

A detached on-premises sign built on a freestanding frame, mast or pole(s) with a clearance no greater than three feet.

ILLUMINATION

Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.

MARQUEE

A permanent roofed structure attached to and supported by a building and extending over a public right-of-way.

MAXIMUM PERMITTED SIGN AREA

The maximum permitted combined area of all signs allowed on a specific property.

MONUMENT SIGN

An on-premises freestanding sign with the appearance of a solid base.

MOVING SIGN

A sign that conveys its message through rotating, changing or animated elements.

NONCONFORMING SIGN

A sign that was legally erected prior to the adoption of this chapter or any amendment thereto but which violates the regulations of this chapter.

OUTDOOR ADVERTISING SIGN

A panel for the display of information relating to a business, product, event, or other subject of advertising or publicity. Outdoor advertising signs may advertise on-premises or off-premises businesses or products, but are not included in the definition of "premises identification sign." Special regulations or permissions apply to outdoor advertising signs in certain geographic locations within the City of Seward and its jurisdiction.

POLE SIGN

An on-premises sign built on a freestanding frame, mast or pole(s) with a clearance greater than three feet.

PORTABLE SIGN

Any sign supported by frames or posts rigidly attached to bases not permanently attached to the ground or a building and capable of being moved from place to place.

PREMISES

A tract of one or more lots or sites that are contiguous and under common ownership or control.

PREMISES IDENTIFICATION SIGN

A sign which pertains to the use of a premises and which contains information about the owner or operator of that use; the type of business being conducted or the principal brand name of a commodity sold on the premises; and other information relative to the conduct of the use.

PROJECTING SIGN

A sign, other than a wall sign, that is attached to and projects from a building face.

RESIDENTIAL SIGN

A small detached or attached sign located on a residential premises, conveying a message communicated by the owner of the property.

ROOF SIGN

Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.

- A. **INTEGRAL ROOF SIGN** A roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.
- B. **ABOVE-PEAK ROOF SIGN** A roof sign positioned above the peak of a roof or above a parapet or cornice.

SIGN

A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information about a product, business, activity, place, person, institution, candidate or political idea.

SIGN TYPE

A functional description of the use of an individual sign; includes owner identification, advertising, directional, electronic message, and temporary.

STREET FACADE

Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, private way, or court. Separate faces oriented in the same direction or within 45° of one another are considered part of the same street facade.

TEMPORARY SIGN

Any sign designed or fabricated of materials of relatively low durability; or is portable, or easily removable.

WALL SIGN

A sign attached to and parallel with the side of a building.

WINDOW SIGN

A sign painted on or installed inside a window for the purpose of viewing from outside the premises.

ZONE LOT

A parcel of land in single ownership that is large enough to meet the minimum zoning requirements of its zoning district and can provide such yards and other open spaces that are required by the site development regulations.

§ 410-35.3 General regulations for signs and street graphics.

- A. Compliance. Each sign or part of a sign erected within the zoning jurisdiction of the City of Seward

must comply with the provisions of this chapter, other relevant provisions of the City of Seward's Municipal Code, and applicable building codes.

- B. Resolution of conflicting regulations. This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Seward's Municipal Code. In cases of conflicts between Code sections, state or federal regulations, the more restrictive regulations shall apply.
- C. Prohibited signs. The following signs are prohibited in all zoning districts:
- (1) Signs or sign structures which resemble, imitate, simulate, or conflict with traffic control signs or devices included in the Manual of Uniform Traffic Control Devices, which otherwise mislead or confuse persons traveling on public streets, which create a traffic hazard, or which violate any of the provisions of Neb. RS 60-6, 127 or 60-6, 128 of the Nebraska Rules of the Road or any other applicable state statutes.
 - (2) Balloons, posters. Signs which contain or consist of , balloons, posters, pennants, ribbons, streamers, spinners, or other similarly moving devices, except as specifically provided in this section. These devices, when not part of any sign, shall also be prohibited.
 - (3) Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.
 - (4) Signs on public property not approved by the City.
 - (5) Flashing signs. No flashing, blinking, or rotating lights shall be permitted for either permanent or temporary signs.
 - (6) Moving signs. No sign shall be permitted to have any part of which moves by any mechanical means.
 - (7) Painted wall signs: off-premises signs painted on building walls.
 - (8) Above-peak roof signs.
- D. Exempt signs. The following signs are permitted in any zoning district and are exempt from permitting:
- (1) Street banners: providing that specific approval is granted under regulations established by the City Council.
 - (2) Public signs: signs of a noncommercial nature and in the public interest, erected by or upon the order of a public officer in the performance of his public duty, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, signs of historical interest and other similar signs, including signs designating hospitals, libraries, schools and other institutions or places of public interest or concern.
 - (3) Integral signs: names of buildings, dates of erection, monumental citations, commemorative tablets and other similar signs when carved into stone, concrete or other building material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the structure to which they are attached.
 - (4) Window signs: such signs that are displayed inside of a window or within a building; provided, however, that neon window signs shall be permitted only in those districts where neon signs are permitted.
 - (5) Works of graphic art painted or applied to building walls that contain no advertising or business identification messages.
 - (6) Residential signs not to exceed six square feet in area. **[Amended 4-3-2018 by Ord. No. 2018-10; 8-**

17-2021 by Ord. No. 2021-18

- (7) Neighborhood or subdivision identification signs under 50 square feet.
- (8) Signs that are not visible from a public right-of-way, private way, or court or from a property other than that on which the sign is installed.
- (9) Directional signs, provided that such signs:
 - (a) Do not exceed four square feet in maximum size or three feet in maximum height.
 - (b) Are limited to one sign at each driveway or access point with a public street; and one sign at any critical decision point internal to a development.
- E. Temporary signs.
 - (1) Size and limitations of temporary signs. The location of temporary signs shall comply with the following regulations:
 - (a) The maximum size of temporary signs or portable signs shall be 50 square feet in area. Temporary residential signs shall not exceed 6 square feet.
 - (2) Location requirements for temporary signs.
 - (a) Temporary signs shall be located two feet (2') behind the sidewalk. If no sidewalk is present, the temporary sign shall be located six feet (6') from back of curb line or edge of roadway if no curb line is present
 - (b) Temporary signs shall not be attached to any, building, sign pole or light pole on public or private property; or public utility poles or trees on either public or private property.
 - (c) Temporary signs are prohibited in any public right-of-way or property, including streets, sidewalks, parks, and public facilities.
 - (d) Temporary signs may be located within the vision clearance triangle defined by § **410-32.4F** with permission of the adjacent property owner and the height of the sign is twenty-four inches (24") or less.
 - (e) Temporary signs shall not interfere with any public right-of-way, driveway or accessway, or any means of access to or egress from any building.
 - (f) Detached temporary signs may be placed on public property with permission of the City.
 - (3) Condition of temporary signs.
 - (a) All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed, subject to the provisions of this section.
 - (b) The Zoning Administrator shall order the removal of any sign not in compliance with any provisions of this section. If the owner of the premises on which such sign is located, or the owner of the sign if unlawfully located on public property, fails to remove such sign, the Zoning Administrator shall be authorized to remove the sign.
- F. Vision clearance triangle. No sign may project into or be placed within a vision clearance triangle defined by § **410-32.4F**.
- G. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

§ 410-35.4 **Basic design elements.**

A. Wall signs and graphics. Wall signs and graphics are subject to the following general regulations:

- (1) A wall sign shall not extend more than 18 inches from the wall to which it is attached.
- (2) A wall sign must be parallel to the wall to which it is attached.
- (3) A wall sign may not extend beyond the corner of the wall to which it is attached; except where attached to another wall sign, it may extend to provide for the attachment.
- (4) A wall sign may not extend beyond its building's roof line.
- (5) A wall sign in the CBD District attached to a building on its front property line may encroach upon a public right-of-way by no more than 18 inches. Such a wall sign shall provide minimum clearance of eight feet, six inches. **[Amended 11-1-2005 by Ord. No. 53-05]**
- (6) For the purpose of calculating permitted sign areas pursuant to this article, signs painted on the walls of buildings shall be considered wall signs.
- (7) Where permitted, canopy signs are counted as wall signs when calculating total permitted sign area.

B. Projecting signs and graphics. Projecting signs and graphics are subject to the following general regulations: **[Amended 11-1-2005 by Ord. No. 53-05]**

- (1) The maximum projection of any projecting sign shall be as follows:
 - (a) Three feet over public sidewalks less than 12 feet wide.
 - (b) Five feet over public sidewalks 12 feet wide or more, or over private property.
- (2) Each projecting sign must maintain at least the following vertical clearances:
 - (a) Over sidewalks: 12 feet; except that a canopy may reduce its vertical clearance to seven feet six inches.
 - (b) Outside of parking areas or driveways, but within three feet of such areas; or within 50 feet of the right-of-way lines formed by a street intersection: 15 feet.
 - (c) Over parking lots: 15 feet.
 - (d) Over driveways: 18 feet.
- (3) Projecting signs must minimize visible support structures, including guy wires, cables, turnbuckles, angle iron, or other similar external support structure.

C. Pole signs. Pole signs, where permitted, are subject to the following general regulations:

- (1) Each pole sign must maintain at least the following vertical clearances:
 - (a) Over sidewalks: eight feet, six inches.
 - (b) Outside of parking areas or driveways, but within three feet of such areas; or within 50 feet of the right-of-way lines formed by a street intersection: 10 feet.
 - (c) Over parking lots: 14 feet.
 - (d) Over driveways: 18 feet.
- (2) Permitted pole signs may revolve at a rate not to exceed six revolutions per minute.

D. Awning signs. Awning signs, where permitted, are subject to the following regulations:

- (1) The copy area of an awning sign shall not exceed 25% of the total face area of the awning. The combined area of all front-facing awning panels shall not exceed 35% of the total wall area.
- (2) Awnings shall not extend above the eave or parapet of the building facade and shall be a minimum of seven feet six inches above the sidewalk or grade, whichever is higher. Awnings shall not extend over any area utilized by motor vehicles.
- (3) Awnings may project no more than nine feet from the facade of the wall to which they are mounted. Any extension beyond six feet shall have plans stamped by a licensed architect or professional engineer, certifying the ability of the wall and associated structures to carry all imposed loads.

E. Electronic information signs. Electronic information signs, where permitted, are subject to the following regulations: **[Amended 11-1-2005 by Ord. No. 53-05]**

- (1) No electronic information sign shall be programmed in a way that suggests or resembles a traffic control device, such as a traffic signal.

§ 410-35.5 **Other design elements.**

A. Illumination. Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway.

B. Marquees and marquee signs. Signs placed on, attached to, or constructed on a marquee are subject to the maximum projection and clearance regulations of projecting signs.

C. Permanent banners.

- (1) A banner sign projecting from a building may not exceed the wall height of the building.
- (2) Maximum projection for any banner is five feet from the building, with a minimum clearance of 10 feet.
- (3) Flag signs and banner signs count against the sign area permitted a premises.

D. Clocks. For the purposes of this article, clocks are not considered a moving sign.

§ 410-35.6 **Nonconforming signs.**

A. Conformance required. Except as may be hereinafter specified, no sign shall be erected, placed, maintained, converted, enlarged, reconstructed or structurally altered which does not comply with all of the regulations established by this chapter.

B. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

C. Nonconformance and amortization of premises identification signs. Where a sign exists at the effective date of adoption or amendment of the ordinance codified in this chapter that could not be built under the terms of this chapter by reason of restrictions on area, use, height, setback, or other characteristics of the sign or its location on the lot, such sign may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.
- (2) Should such a sign be destroyed by any means to an extent of 60% or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.

- (3) Within any zoning district, all premises identification signs or other signage that pertains to the premises on which such sign is located shall comply fully with the provisions of this chapter, unless otherwise provided, within 15 years after the effective date of this chapter. This amortization provision does not apply to outdoor advertising signs, provided that such signs remain in continuous use. Any nonconforming outdoor advertising sign that remains unused for a continuous period of 180 days shall forfeit its right to continue as a nonconforming use.

§ 410-35.7 Permit procedures.

A. Applicability.

- (1) A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all signs conforming with this chapter.
- (2) A permit shall not be required for repainting without changing permanent wording, composition, or colors; or for nonstructural repairs.

B. Plan submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this chapter. Such plans shall show sufficient details about the size of the sign, location and materials to be used and such other data as may be required for the Building Official to determine compliance with this chapter. When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign and its installation by a registered professional engineer with specialization in structures.

C. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this chapter, may appeal such decision to the Board of Adjustment as provided by § 410-44.8 of this Unified Land Development Ordinance.

D. Application fees. Each application for a sign permit shall be accompanied by any applicable fees, which shall be established by the City Council from time to time by resolution.

§ 410-35.8 Area, height and setback measurements.

A. Maximum permitted sign area. Maximum permitted sign area for a premises is set forth as a numerical limit or as a function of the frontage of the premises on a street or private way. For properties with frontage on more than one street or private way, the total frontage shall be calculated as the longest frontage plus 1/2 the length of all additional frontages.

B. Sign area.

- (1) Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, or architectural elements of the building.
- (2) The area of double-faced signs is calculated on the largest face only.
- (3) The sign area for ground signs, monument signs, and architectural sign bands is calculated as the area enclosing the extreme limits of the copy only.
- (4) In the case of individual letters mounted to a wall, only the total area of the letters themselves is included within the sign area.

C. Height. The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or sign structure.

D. Setback. The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.

§ 410-35.9 Permitted sign types by zoning district.

Table 35A, included as an attachment to this chapter, sets forth the sign types permitted within each

zoning district of the City of Seward.

§ 410-35.10 Auxiliary design elements.

Table 35B, included as an attachment to this chapter, sets forth auxiliary design elements permitted within each zoning district of the City of Seward.

§ 410-35.11 Maximum permitted sign area.

Table 35C, included as an attachment to this chapter, sets forth the maximum sign area permitted within each zoning district of the City of Seward.

§ 410-35.12 Permitted signs by numbers, dimensions and location.

Table 35D, included as an attachment to this chapter, sets forth the maximum permitted number of signs per premises; the maximum permitted dimensions of each sign; and the required setbacks for detached signs.

§ 410-35.13 Outdoor advertising signs in commercial and industrial districts.

Within the total amount of sign area permitted to them, some parcels at specific locations in the AG, C-2, I-1 and I-2 Zoning Districts may elect to devote a portion of their sign budgets to installation of an outdoor advertising sign, subject to the conditions contained in this section. This provides a variation from the maximum size of an individual detached sign set forth in Table 35C.

- A. Location. Eligible properties must be located within an AG, C-2, I-1 or I-2 District along Nebraska Highway 15 or U.S. Highway 34.
- B. Impact on business identification and other signage. Utilization of this provision does not entitle any parcel to additional permitted sign area, and the area of the sign counts against the total sign area permitted the parcel. The outdoor advertising sign shall count as a detached sign for the purpose of calculating the total number of permitted detached signs.
- C. Maximum size and height.
 - (1) The size of an outdoor advertising sign shall not exceed 500 square feet.
 - (2) The maximum height of such a sign shall be 35 feet.
- D. Separation factors.
 - (1) Where permitted along Nebraska Highway 15, outdoor advertising signs in excess of the maximum size permitted by Table 35D shall be separated by 2,000 feet from any other outdoor advertising sign of any size and 300 feet from any other detached sign.
 - (2) Any such outdoor advertising sign shall be separated by 200 feet from any property in a residential zoning district, including RR through R-4 and RM Districts.
- E. Other standards.
 - (1) New installations of stacked signs or other installations of two signs facing the same direction on a single structure are prohibited.
 - (2) The area around the base of the sign shall be maintained by the sign owner or property owner in clean condition. A radius of 10 feet around the base of the sign shall be landscaped in accordance with the provisions of Article 33.
 - (3) Nothing in this section shall be taken to abrogate or limit the ability of a property owner to devote a sign that is fully consistent with the regulations and dimensions set forth by Tables 35C and 35D for an advertising message. This section only addresses terms under which a larger than otherwise permitted outdoor advertising sign may be installed.

§ 410-35.14 **Sign master plan for large projects.**

For projects with an overall site area in excess of six acres, an applicant may submit a sign master plan, detailing the size, location, and design of all signs on the site. The sign master plan may adjust the strict application of these standards, but must clarify the exact nature of the adjustments. Such a sign master plan shall be approved by the City Council after review and recommendation by the Planning Commission. This review follows the same process as review of a PUD District.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Article 35 Sign Regulations

§ 410-35.1 Purpose.

The sign regulations provide standards for communicating information in the environment of the City of Seward and its jurisdiction. The regulations recognize the need to protect public health, safety, and welfare; to maintain the City's attractive appearance; to provide for adequate business identification, advertising, and communication of information; and to encourage the fair enforcement of sign regulations.

§ 410-35.2 Definitions.

The following definitions shall be used for terms contained in this article that are not otherwise defined in the Seward Municipal Code or in this Unified Land Development Ordinance:

ABANDONED SIGN

~~A sign, including sign face and supporting structure, which refers to a discontinued business, profession, commodity, service, or other activity or use formerly occupying the site; or which contains no sign copy on all sign faces for a continuous period of six months.~~

ATTACHED SIGN

A sign that is structurally connected to a building or depends upon that building for support.

AUXILIARY DESIGN ELEMENTS

Terms that describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.

AWNING and AWNING SIGN

A temporary or movable shelter supported entirely from the exterior wall of a building and composed of non-rigid materials, except for a supporting framework. An awning sign is a message printed on such a shelter.

BANNER

Material with a printed message or graphic secured or mounted on a structure in such a way as to allow wind movement.

BUILDING MARKER

An historic or commemorative plaque; or a building name or cornerstone carved into a masonry surface.

BUSINESS CENTER IDENTIFICATION SIGN

A sign that identifies a building or group of commercial buildings in single ownership or control, sharing parking and access.

CANOPY (OR ARCADE) SIGN

A sign that is attached or made an integral part of a canopy.

CLEARANCE

The distance from the bottom of a sign face elevated above grade and the grade below.

DETACHED SIGN

A sign that is self-supporting and structurally independent from any building.

DIRECTIONAL SIGN

A sign that serves only to designate the location or direction of any area or place.

DOUBLE-FACED SIGN

A sign consisting of no more than two parallel or near-parallel faces supported by a single structure. The angle created by the two faces of a double-faced sign shall not exceed 15°.

ELECTRONIC INFORMATION SIGNS

Signs which use an array of electrically illuminated lights, generally controlled by a computer or other electronic programming device, to display information or supporting graphics. ~~Information may include news, events, or information about businesses or attractions. Signs whose information is limited to time and temperature are not considered electronic information signs.~~

FLAG SIGN

A sign that is emblazoned on a flag and intended to be displayed in a free-flowing manner. ~~Flags of the United States, the State of Nebraska, and any institution in the University of Nebraska system shall not be considered flag signs for the purpose of this article.~~

FLASHING SIGN

A sign that has a lighting source or lighting element that periodically illuminates or is not maintained stationary or constant in intensity and/or color at all times when the sign is in use, usually in a manner so as to draw the attention of the viewer. This definition specifically excludes electronic information signs.

FRONTAGE

The length of a property line of any one premises abutting and parallel to a public street, private way or court.

GROUND SIGN

A detached on-premises sign built on a freestanding frame, mast or pole(s) with a clearance no greater than three feet.

ILLUMINATION

Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.

MARQUEE

A permanent roofed structure attached to and supported by a building and extending over a public right-of-way.

MAXIMUM PERMITTED SIGN AREA

The maximum permitted combined area of all signs allowed on a specific property.

MONUMENT SIGN

An on-premises freestanding sign with the appearance of a solid base.

MOVING SIGN

A sign that conveys its message through rotating, changing or animated elements.

NONCONFORMING SIGN

A sign that was legally erected prior to the adoption of this chapter or any amendment thereto but which violates the regulations of this chapter.

~~OBSOLETE SIGNS~~

~~Signs that identify a business or occupant that is no longer in operation at the premises.~~

OUTDOOR ADVERTISING SIGN

A panel for the display of information relating to a business, product, event, or other subject of

advertising or publicity. Outdoor advertising signs may advertise on-premises or off-premises businesses or products, but are not included in the definition of "premises identification sign." Special regulations or permissions apply to outdoor advertising signs in certain geographic locations within the City of Seward and its jurisdiction.

POLE SIGN

An on-premises sign built on a freestanding frame, mast or pole(s) with a clearance greater than three feet.

PORTABLE SIGN

Any sign supported by frames or posts rigidly attached to bases not permanently attached to the ground or a building and capable of being moved from place to place.

PREMISES

A tract of one or more lots or sites that are contiguous and under common ownership or control.

PREMISES IDENTIFICATION SIGN

A sign which pertains to the use of a premises and which contains information about the owner or operator of that use; the type of business being conducted or the principal brand name of a commodity sold on the premises; and other information relative to the conduct of the use.

PROJECTING SIGN

A sign, other than a wall sign, that is attached to and projects from a building face.

RESIDENTIAL SIGN

A small detached or attached sign located on a residential premises, conveying a message communicated by the owner of the property.

ROOF SIGN

Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.

- A. **INTEGRAL ROOF SIGN** A roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.
- B. **ABOVE-PEAK ROOF SIGN** A roof sign positioned above the peak of a roof or above a parapet or cornice.

SIGN

A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information about a product, business, activity, place, person, institution, candidate or political idea.

SIGN TYPE

A functional description of the use of an individual sign; includes owner identification, advertising, directional, electronic message, and temporary.

STREET FACADE

Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, private way, or court. Separate faces oriented in the same direction or within 45° of one another are considered part of the same street facade.

TEMPORARY SIGN

Any sign designed or fabricated of materials ~~that advertise or communicate messages that change frequently or that become outdated; is made of materials~~ of relatively low durability; ~~is intended to be removed or replaced within a period of six months or less;~~ or is portable, or easily removable.

~~Temporary signs generally fall into two categories: temporary civic signs and temporary commercial signs.~~

WALL SIGN

A sign attached to and parallel with the side of a building.

WINDOW SIGN

A sign painted on or installed inside a window for the purpose of viewing from outside the premises.

ZONE LOT

A parcel of land in single ownership that is large enough to meet the minimum zoning requirements of its zoning district and can provide such yards and other open spaces that are required by the site development regulations.

[Image]

[Image]

§ 410-35.3 General regulations for signs and street graphics.

- A. Compliance. Each sign or part of a sign erected within the zoning jurisdiction of the City of Seward must comply with the provisions of this chapter, other relevant provisions of the City of Seward's Municipal Code, and applicable building codes.
- B. Resolution of conflicting regulations. This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Seward's Municipal Code. In cases of conflicts between Code sections, state or federal regulations, the more restrictive regulations shall apply.
- C. Prohibited signs. The following signs are prohibited in all zoning districts:

~~(1) Obsolete signs, as defined in § 410-35.2.~~

~~(21)~~ Signs or sign structures which resemble, imitate, simulate, or conflict with traffic control signs or devices included in the Manual of Uniform Traffic Control Devices, which otherwise mislead or confuse persons traveling on public streets, which create a traffic hazard, or which violate any of the provisions of Neb. RS 60-6, 127 or 60-6, 128 of the Nebraska Rules of the Road or any other applicable state statutes.

~~(32)~~ ~~Banners, b~~Balloons, posters. Signs which contain or consist of ~~banners~~, balloons, posters, pennants, ribbons, streamers, spinners, or other similarly moving devices, except as specifically provided in this section. These devices, when not part of any sign, shall also be prohibited.

~~(43)~~ Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.

~~(54)~~ ~~Off-premises s~~Signs on public property not approved by the City.

~~(65)~~ Flashing signs. No flashing, blinking, or rotating lights shall be permitted for either permanent or temporary signs.

~~(76)~~ Moving signs. No sign shall be permitted to have any part of which moves by any mechanical means.

~~(87)~~ Painted wall signs: off-premises signs painted on building walls, ~~unless specifically approved as an element of an Historic Neighborhood Conservation District plan.~~

(98) Above-peak roof signs.

D. Exempt signs. The following signs are permitted in any zoning district and are exempt from permitting: other provisions of this chapter:

~~(1) Real estate signs: signs advertising the sale, rental, or lease of the premises or part of the premises on which the signs are displayed. One nonilluminated sign, not to exceed six square feet in residential districts and 32 square feet in commercial or industrial districts, shall be permitted on each premises. Such signs shall not extend higher than three feet above grade level. Such signs shall be removed within seven days after the disposition of the premises.~~

~~(2) Construction signs: signs identifying the architect, engineer, contractor or other individuals involved in the construction of a building and such signs announcing the character of the building enterprise or the purpose for which the building is intended, but not including product advertising. One nonilluminated sign not to exceed 50 square feet shall be permitted per street frontage. Such sign shall not extend higher than 10 feet above grade level and shall meet the front yard requirement for a principal structure unless located on the wall of a building on the premises or on a protective barricade surrounding the construction. Such signs shall be removed within one week following completion of construction.~~

~~(3) Political campaign signs: signs announcing candidates seeking public political office or pertinent political issues are permitted on private property and shall be removed within one week following the election to which they pertain.~~

(41) Street banners: ~~signs advertising a public event,~~ providing that specific approval is granted under regulations established by the City Council.

~~(5) Seasonal decorations: signs pertaining to recognized national holidays and national observances.~~

(62) Public signs: signs of a noncommercial nature and in the public interest, erected by or upon the order of a public officer in the performance of his public duty, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, signs of historical interest and other similar signs, including signs designating hospitals, libraries, schools and other institutions or places of public interest or concern.

(73) Integral signs: ~~signs for churches or temples, or~~ names of buildings, dates of erection, monumental citations, commemorative tablets and other similar signs when carved into stone, concrete or other building material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the structure to which they are attached.

(84) Window signs: such signs that are displayed inside of a window or within a building; provided, however, that neon window signs shall be permitted only in those districts where neon signs are permitted.

(95) Works of graphic art painted or applied to building walls that contain no advertising or business identification messages.

(106) Residential signs not to exceed six square feet in area. **[Amended 4-3-2018 by Ord. No. 2018-10; 8-17-2021 by Ord. No. 2021-18**

(117) Neighborhood or subdivision identification signs under 50 square feet.

(128) Signs that are not visible from a public right-of-way, private way, or court or from a property other than that on which the sign is installed.

(139) Directional signs, provided that such signs:

(a) Do not exceed four square feet in maximum size or three feet in maximum height.

(b) Are limited to one sign at each driveway or access point with a public street; and one sign at any critical decision point internal to a development.

E. Temporary ~~commercial~~ signs.

~~(1) Permit required. All temporary signs not listed in Subsection D but falling within the definition of "temporary signs" shall be classified as "temporary commercial signs." All temporary commercial signs shall obtain a temporary sign permit from the City of Seward prior to any repair, alteration, relocation, or maintenance of such a sign.~~

~~(21) Size and time~~ limitations of temporary signs. The location of ~~both temporary civic and~~ temporary ~~commercial~~ signs shall comply with the following regulations:

~~(a) The total amount of temporary banner signage permitted on any premises shall be the smaller of 5% of the area of all street facades or 100 square feet. Street facades include any building facades visible from and oriented to public streets.~~

~~(ba) The maximum size of detached~~ temporary signs or portable signs shall be 50 square feet in area. ~~Temporary commercial signs shall be no smaller than eight square feet. Temporary residential signs shall not exceed 6 square feet.~~

~~(e) A temporary sign permit shall be in effect for a period of 30 days on two separate occasions from the date of issuance.~~

~~(32) Location requirements for temporary signs.~~

~~(a) Temporary signs shall be located two feet (2') behind the sidewalk. If no sidewalk is present, the temporary sign shall be located six feet (6') from back of curb line or edge of roadway if no curb line is present~~

~~(ab) Temporary signs shall not be attached to any, building, sign pole or light pole on public or private property; or public utility poles or trees on either public or private property.~~

~~(bc) Temporary commercial signs are prohibited in any public right-of-way or property, including streets, sidewalks, parks, and public facilities.~~

~~(ed) Temporary signs shall not may be located within the vision clearance triangle defined by § 410-32.4F; with permission of the adjacent property owner and the height of the sign is twenty-four inches (24") or less.~~

~~(de) Temporary signs shall not interfere with any public right-of-way, driveway or accessway, or any means of access to or egress from any building.~~

~~(e) Any attached temporary sign shall be attached only to vertical facades of the primary building and shall not be attached to roofs, roof extensions, cornices, overhangs, or other building extensions.~~

~~(f) Detached temporary signs cannot may be placed on public property with permission of the City.~~

~~(43) Condition of temporary signs.~~

(a) All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed, subject to the provisions of this section.

(b) The Zoning Administrator shall order the removal of any sign not in compliance with any provisions of this section. If the owner of the premises on which such sign is located, or the owner of the sign if unlawfully located on public property, fails to remove such sign, the Zoning Administrator shall be authorized to remove the sign. ~~Any costs of removal of a sign on private property shall be assessed to the owner of the property. Any such removal shall also result in the immediate cancellation of any outstanding temporary sign permit.~~

- F. Vision clearance triangle. No sign may project into or be placed within a vision clearance triangle defined by § **410-32.4F**.
- G. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

§ 410-35.4 **Basic design elements.**

- A. Wall signs and graphics. Wall signs and graphics are subject to the following general regulations:
 - (1) A wall sign shall not extend more than 18 inches from the wall to which it is attached.
 - (2) A wall sign must be parallel to the wall to which it is attached.
 - (3) A wall sign may not extend beyond the corner of the wall to which it is attached; except where attached to another wall sign, it may extend to provide for the attachment.
 - (4) A wall sign may not extend beyond its building's roof line.
 - (5) A wall sign in the CBD District attached to a building on its front property line may encroach upon a public right-of-way by no more than 18 inches. Such a wall sign shall provide minimum clearance of eight feet, six inches. **[Amended 11-1-2005 by Ord. No. 53-05]**
 - (6) For the purpose of calculating permitted sign areas pursuant to this article, signs painted on the walls of buildings shall be considered wall signs.
 - (7) Where permitted, canopy signs are counted as wall signs when calculating total permitted sign area.
- B. Projecting signs and graphics. Projecting signs and graphics are subject to the following general regulations: **[Amended 11-1-2005 by Ord. No. 53-05]**
 - (1) The maximum projection of any projecting sign shall be as follows:
 - (a) Three feet over public sidewalks less than 12 feet wide.
 - (b) Five feet over public sidewalks 12 feet wide or more, or over private property.
 - (2) Each projecting sign must maintain at least the following vertical clearances:
 - (a) Over sidewalks: 12 feet; except that a canopy may reduce its vertical clearance to seven feet six inches.
 - (b) Outside of parking areas or driveways, but within three feet of such areas; or within 50 feet of the right-of-way lines formed by a street intersection: 15 feet.
 - (c) Over parking lots: 15 feet.
 - (d) Over driveways: 18 feet.
 - (3) Projecting signs must minimize visible support structures, including guy wires, cables, turnbuckles, angle iron, or other similar external support structure.
- C. Pole signs. Pole signs, where permitted, are subject to the following general regulations:
 - (1) Each pole sign must maintain at least the following vertical clearances:
 - (a) Over sidewalks: eight feet, six inches.
 - (b) Outside of parking areas or driveways, but within three feet of such areas; or within 50 feet of the

right-of-way lines formed by a street intersection: 10 feet.

- (c) Over parking lots: 14 feet.
- (d) Over driveways: 18 feet.
- (2) Permitted pole signs may revolve at a rate not to exceed six revolutions per minute.
- D. Awning signs. Awning signs, where permitted, are subject to the following regulations:
 - (1) The copy area of an awning sign shall not exceed 25% of the total face area of the awning. The combined area of all front-facing awning panels shall not exceed 35% of the total wall area.
 - (2) Awnings shall not extend above the eave or parapet of the building facade and shall be a minimum of seven feet six inches above the sidewalk or grade, whichever is higher. Awnings shall not extend over any area utilized by motor vehicles.
 - (3) Awnings may project no more than nine feet from the facade of the wall to which they are mounted. Any extension beyond six feet shall have plans stamped by a licensed architect or professional engineer, certifying the ability of the wall and associated structures to carry all imposed loads.
- E. Electronic information signs. Electronic information signs, where permitted, are subject to the following regulations: **[Amended 11-1-2005 by Ord. No. 53-05]**
 - (1) No electronic information sign shall be programmed in a way that suggests or resembles a traffic control device, such as a traffic signal.

§ 410-35.5 **Other design elements.**

- A. Illumination. Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway.
- B. Marquees and marquee signs. Signs placed on, attached to, or constructed on a marquee are subject to the maximum projection and clearance regulations of projecting signs.
- C. Permanent banners.
 - (1) A banner sign projecting from a building may not exceed the wall height of the building.
 - (2) Maximum projection for any banner is five feet from the building, with a minimum clearance of 10 feet.
 - (3) Flag signs and banner signs count against the sign area permitted a premises.
- D. Clocks. For the purposes of this article, clocks are not considered a moving sign.

§ 410-35.6 **Nonconforming signs.**

- A. Conformance required. Except as may be hereinafter specified, no sign shall be erected, placed, maintained, converted, enlarged, reconstructed or structurally altered which does not comply with all of the regulations established by this chapter.
- B. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.
- C. Nonconformance and amortization of premises identification signs. Where a sign exists at the effective date of adoption or amendment of the ordinance codified in this chapter that could not be built under the terms of this chapter by reason of restrictions on area, use, height, setback, or other characteristics of the sign or its location on the lot, such sign may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.
- (2) Should such a sign be destroyed by any means to an extent of 60% or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.
- (3) Within any zoning district, all premises identification signs or other signage that pertains to the premises on which such sign is located shall comply fully with the provisions of this chapter, unless otherwise provided, within 15 years after the effective date of this chapter. This amortization provision does not apply to outdoor advertising signs, provided that such signs remain in continuous use. Any nonconforming outdoor advertising sign that remains unused for a continuous period of 180 days shall forfeit its right to continue as a nonconforming use.

§ 410-35.7 **Permit procedures.**

A. Applicability.

- (1) A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all signs conforming with this chapter.
- (2) A permit shall not be required for repainting without changing permanent wording, composition, or colors; or for nonstructural repairs.

B. Plan submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this chapter. Such plans shall show sufficient details about the size of the sign, location and materials to be used and such other data as may be required for the Building Official to determine compliance with this chapter. When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign and its installation by a registered professional engineer with specialization in structures.

C. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this chapter, may appeal such decision to the Board of Adjustment as provided by § 410-44.8 of this Unified Land Development Ordinance.

D. Application fees. Each application for a sign permit shall be accompanied by any applicable fees, which shall be established by the City Council from time to time by resolution.

§ 410-35.8 **Area, height and setback measurements.**

A. Maximum permitted sign area. Maximum permitted sign area for a premises is set forth as a numerical limit or as a function of the frontage of the premises on a street or private way. For properties with frontage on more than one street or private way, the total frontage shall be calculated as the longest frontage plus 1/2 the length of all additional frontages.

B. Sign area.

- (1) Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, or architectural elements of the building.
- (2) The area of double-faced signs is calculated on the largest face only.
- (3) The sign area for ground signs, monument signs, and architectural sign bands is calculated as the area enclosing the extreme limits of the copy only.
- (4) In the case of individual letters mounted to a wall, only the total area of the letters themselves is included within the sign area.

C. Height. The height of a sign is measured from the average grade level below the sign to the topmost

point of the sign or sign structure.

- D. Setback. The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.

§ 410-35.9 Permitted sign types by zoning district.

Table 35A, included as an attachment to this chapter, sets forth the sign types permitted within each zoning district of the City of Seward.

§ 410-35.10 Auxiliary design elements.

Table 35B, included as an attachment to this chapter, sets forth auxiliary design elements permitted within each zoning district of the City of Seward.

§ 410-35.11 Maximum permitted sign area.

Table 35C, included as an attachment to this chapter, sets forth the maximum sign area permitted within each zoning district of the City of Seward.

§ 410-35.12 Permitted signs by numbers, dimensions and location.

Table 35D, included as an attachment to this chapter, sets forth the maximum permitted number of signs per premises; the maximum permitted dimensions of each sign; and the required setbacks for detached signs.

§ 410-35.13 Outdoor advertising signs in commercial and industrial districts.

Within the total amount of sign area permitted to them, some parcels at specific locations in the [AG, C-3 C-2](#), I-1 and I-2 Zoning Districts may elect to devote a portion of their sign budgets to installation of an outdoor advertising sign, subject to the conditions contained in this section. This provides a variation from the maximum size of an individual detached sign set forth in Table 35C.

- A. Location. Eligible properties must be located within an AG, C-2, I-1 or I-2 District along Nebraska Highway 15 or U.S. Highway 34.
- B. Impact on business identification and other signage. Utilization of this provision does not entitle any parcel to additional permitted sign area, and the area of the sign counts against the total sign area permitted the parcel. The outdoor advertising sign shall count as a detached sign for the purpose of calculating the total number of permitted detached signs.
- C. Maximum size and height.
 - (1) The size of an outdoor advertising sign shall not exceed 500 square feet.
 - (2) The maximum height of such a sign shall be 35 feet.
- D. Separation factors.
 - (1) Where permitted along Nebraska Highway 15, outdoor advertising signs in excess of the maximum size permitted by Table 35D shall be separated by 2,000 feet from any other outdoor advertising sign of any size and 300 feet from any other detached sign.
 - (2) Any such outdoor advertising sign shall be separated by 200 feet from any property in a residential zoning district, including RR through R-4 and RM Districts.
- E. Other standards.
 - (1) New installations of stacked signs or other installations of two signs facing the same direction on a single structure are prohibited.
 - (2) The area around the base of the sign shall be maintained by the sign owner or property owner in clean condition. A radius of 10 feet around the base of the sign shall be landscaped in accordance

with the provisions of Article 33.

- (3) Nothing in this section shall be taken to abrogate or limit the ability of a property owner to devote a sign that is fully consistent with the regulations and dimensions set forth by Tables 35C and 35D for an advertising message. This section only addresses terms under which a larger than otherwise permitted outdoor advertising sign may be installed.

§ 410-35.14 Sign master plan for large projects.

For projects with an overall site area in excess of six acres, an applicant may submit a sign master plan, detailing the size, location, and design of all signs on the site. The sign master plan may adjust the strict application of these standards, but must clarify the exact nature of the adjustments. Such a sign master plan shall be approved by the City Council after review and recommendation by the Planning Commission. This review follows the same process as review of a PUD District.

ZONING AND SUBDIVISION

410 Attachment 2

City of Seward

Table 35A
Permitted Signs by Type and Zoning Districts
[Amended 11-1-2005 by Ord. No. 5305]

KEY:

- P Permitted for all uses
- P(C) Permitted for civic uses
- N Not permitted

Sign Types	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Detached Signs												
Residential	P	P	P	P	P	P	P	P	P	N	N	N
Premises identification	P	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P
Directional	P(C)	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P
Ground	P	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Pole	N	N	N	N	N	P	P	P	P	P	P	P
Attached Signs												
Awning	N	N	N	N	N	P	P	P	P	P	P	P
Banner	N	N	N	N	N	P	P	P	P	P	P	P
Building marker	P	P	P	P	P	P	P	P	P	P	P	P
Canopy	N	N	N	N	N	P	P	P	P	P	P	P
Premises identification	P	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Incidental	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Marquee	N	N	N	N	N	P	P	P	P	P	P	P
Projecting	N	N	N	N	N	P	P	P	P	P	P	P
Roof, integral	N	N	N	N	N	N	P	N	N	N	N	N
Roof, above peak	N	N	N	N	N	N	N	N	N	N	N	N

SEWARD CODE

Sign Types	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Wall	P	P	P	P	P	P	P	P	P	P	P	P
Window	P	P	P	P	P	P	P	P	P	P	P	P
Miscellaneous												
Flag sign	P	P	P	P	P	P	P	P	P	P	P	P

ZONING AND SUBDIVISION

**Table 35B
Auxiliary Sign Elements**

KEY:

- P Permitted for all uses
- P(C) Permitted for civic uses
- N Not permitted

Design Element	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Illumination												
Indirect	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Direct	N	N	N	N	N	N	N	N	N	N	N	N
Internal	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Neon	N	N	N	N	N	P	P	P	P	N	P	P
Flashing	N	N	N	N	N	N	N	N	N	N	N	N
Flame	N	N	N	N	N	N	N	N	N	N	N	N
Bare bulb	N	N	N	N	N	N	N	N	N	N	N	N
Other												
Electronic information	N	N	P(C)*	P(C)*	P(C)*	P	P	P	P	P	P	P
Moving	N	N	N	N	N	N	N	N	N	N	N	N
Rotating	N	N	N	N	N	N	N	N	N	N	N	N

*Allowed along highway frontage only. Subject to site plan review.

SEWARD CODE

**Table 35C
Permitted Signs by Maximum Permitted Area and District
[Amended 11-1-2005 by Ord. No. 53-05; 8-17-2021 by Ord. No. 2021-18]**

The maximum permitted area for all signs on a premises, excluding directional signs, building marker signs, and United States, state, or university flags, shall not exceed the lesser of the following:

	Zoning District								
	AG	RR	R-1 R-2 R-3 R-4 RM	UC	C-1	C-2	CBD	BP	I-1 I-2
Square feet of signage per linear foot of frontage	NA	NA	NA	2.0	2.0	3.0	2.0	1.0	2.0
Maximum total square feet	(Note 1)	(Note 2)	(Note 3)	300 (Note 4)	500 (Note 5)	800	400	400	800

Note 1: 200 square feet for civic or commercial uses; six square feet for residential uses, including home occupations.

Note 2: 50 square feet for project identification signs or civic uses; six square feet for residential uses, including home occupations.

Note 3: Civic uses – 32 square feet for the first acre, then 10 square feet for every additional acre with a maximum of 200 square feet. Subject to site plan review; 50 square feet for project identification signs for multifamily or mobile home developments and for nonresidential uses when permitted; six square feet for residential uses, including home occupations.

Note 4: Maximum limits apply to nonresidential premises only. On premises with primary residential use, 50 square feet for project identification signs for multifamily developments, six square feet for residential uses, including home occupations.

Note 5: One business center identification sign with a maximum area of 100 square feet is permitted in addition to the maximum total square feet established here, subject to the regulations set forth by Table 35D.

ZONING AND SUBDIVISION

Table 35D
Permitted Signs by Numbers, Dimensions and Location
[Amended 11-1-2005 by Ord. No. 53-05]

Each individual sign shall comply with the regulations for maximum quantity, maximum size, minimum setbacks, and height limits shown in this table.

KEY:

x See Table 35C for maximum sign sizes

	Zoning District							
	AG	RR R-1 R-2 R-3 R-4 RM	UC	C-1 (Note 4)	C-2 (Note 2, 4)	CBD (Note 4)	BP (Note 4)	I-1 I-2 (Note 3, 4)
Detached Signs								
Number permitted per premises	1	1	1	NA	NA	1	NA	NA
Per feet of frontage of property	NA	NA	NA	1 per 300	1 per 200	NA	1 per 300	1 per 300
Maximum size (square feet)	100 (Note 4)	x	100	200	400	150	150	400
Maximum height (feet) of structure above ground								
Pole signs	NA	NA	35	35	35	35	35	35
Monument or ground signs	15	6	10	15	15	15	15	15
Front yard setback (feet)	25	5	10	10	5	0	5	0
Side yard setback (feet)	10	10	10	5	5	0	5	0
Attached Signs								
Maximum size* (square feet)	100	X	150	150	300	150	300	300

SEWARD CODE

Note 1: In addition to its total permitted sign area, each premises used for a business center may have one detached center identification sign, subject to the following conditions:

1. The maximum area for a center identification sign shall be 100 square feet.
2. No center identification sign shall be within 300 feet of any other center identification sign or within 150 feet of any other detached sign on the same or adjacent premises.
3. The sign shall display no more than the name and location of the business center.
4. Each sign shall be subject to all other regulations for detached signs or graphics set forth in this Part 7 of Chapter 410.

Note 2: Within the total maximum sign allowance permitted by Table 35C, properties in certain C-2, I-1 and I-2 Districts may elect to locate an outdoor advertising sign in excess of 300 square feet, up to a maximum of 500 square feet, subject to the conditions set forth in § 410-35.13.

Note 3: One nonilluminated directional sign with a maximum size of 12 square feet is permitted at each major entrance to the development. Such sign shall be a monument or ground sign with a maximum height of four feet.

Note 4: The maximum permitted height for an oversized outdoor advertising sign in areas defined by § 410-35.13 shall be 35 feet.

ZONING AND SUBDIVISION

410 Attachment 2

City of Seward

Table 35A
Permitted Signs by Type and Zoning Districts
[Amended 11-1-2005 by Ord. No. 5305]

KEY:

- P Permitted for all uses
- P(C) Permitted for civic uses
- N Not permitted

Sign Types	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Detached Signs												
Residential	P	P	P	P	P	P	P	P	P	N	N	N
Premises identification	P	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P
Directional	P(C)	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P
Ground	P	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Pole	N	N	N	N	N	P	P	P	P	P	P	P
Attached Signs												
Awning	N	N	N	N	N	P	P	P	P	P	P	P
Banner	N	N	N	N	N	P	P	P	P	P	P	P
Building marker	P	P	P	P	P	P	P	P	P	P	P	P
Canopy	N	N	N	N	N	P	P	P	P	P	P	P
Premises identification	P	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Incidental	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Marquee	N	N	N	N	N	P	P	P	P	P	P	P
Projecting	N	N	N	N	N	P	P	P	P	P	P	P
Roof, integral	N	N	N	N	N	N	P	N	N	N	N	N
Roof, above peak	N	N	N	N	N	N	N	N	N	N	N	N

SEWARD CODE

Sign Types	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Wall	P	P	P	P	P	P	P	P	P	P	P	P
Window	P	P	P	P	P	P	P	P	P	P	P	P
Miscellaneous												
Flag sign	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	P	P	P	P	P	P

ZONING AND SUBDIVISION

**Table 35B
Auxiliary Sign Elements**

KEY:

- P Permitted for all uses
- P(C) Permitted for civic uses
- N Not permitted

Design Element	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Illumination												
Indirect	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Direct	N	N	N	N	N	N	N	N	N	N	N	N
Internal	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Neon	N	N	N	N	N	P	P	P	P	N	P	P
Flashing	N	N	N	N	N	N	N	N	N	N	N	N
Flame	N	N	N	N	N	N	N	N	N	N	N	N
Bare bulb	N	N	N	N	N	N	N	N	N	N	N	N
Other												
Electronic information	N	N	NP(C)*	NP(C)*	NP(C)*	P	P	P	P	P	P	P
Moving	N	N	N	N	N	N	N	N	N	N	N	N
Rotating	N	N	N	N	N	N	N	N	N	N	N	N

*Allowed along highway frontage only. Subject to site plan review.

SEWARD CODE

**Table 35C
Permitted Signs by Maximum Permitted Area and District
[Amended 11-1-2005 by Ord. No. 53-05; 8-17-2021 by Ord. No. 2021-18]**

The maximum permitted area for all signs on a premises, excluding directional signs, building marker signs, and United States, state, or university flags, shall not exceed the lesser of the following:

	Zoning District								
	AG	RR	R-1 R-2 R-3 R-4 RM	UC	C-1	C-2	CBD	BP	MI-1 MI-2
Square feet of signage per linear foot of frontage	NA	NA	NA	2.0	2.0	3.0	2.0	1.0	2.0
Maximum total square feet	(Note 1)	(Note 2)	(Note 3)	300 (Note 4)	500 (Note 5)	800	400	400	800

Note 1: 200 square feet for civic or commercial uses; six square feet for residential uses, including home occupations.

Note 2: 50 square feet for project identification signs or civic uses; six square feet for residential uses, including home occupations.

Note 3: ~~32 square feet for civic uses~~ Civic uses – 32 square feet for the first acre, then 10 square feet for every additional acre with a maximum of 200 square feet. Subject to site plan review; 50 square feet for project identification signs for multifamily or mobile home developments and for nonresidential uses when permitted; six square feet for residential uses, including home occupations.

Note 4: Maximum limits apply to nonresidential premises only. On premises with primary residential use, 50 square feet for project identification signs for multifamily developments, six square feet for residential uses, including home occupations.

Note 5: One business center identification sign with a maximum area of 100 square feet is permitted in addition to the maximum total square feet established here, subject to the regulations set forth by Table 35D.

ZONING AND SUBDIVISION

Table 35D
Permitted Signs by Numbers, Dimensions and Location
[Amended 11-1-2005 by Ord. No. 53-05]

Each individual sign shall comply with the regulations for maximum quantity, maximum size, minimum setbacks, and height limits shown in this table.

KEY:

x See Table 35C for maximum sign sizes

	Zoning District							
	AG	RR R-1 R-2 R-3 R-4 RM	UC	C-1 (Note 4)	C-2 (Note 2, 4)	CBD (Note 4)	BP (Note 4)	I-1 I-2 (Note 3, 4)
Detached Signs								
Number permitted per premises	1	1	1	NA	NA	1	NA	NA
Per feet of frontage of property	NA	NA	NA	1 per 300	1 per 200	NA	1 per 300	1 per 300
Maximum size (square feet)	100 (Note 4)	* Note 5	100	200	400	150	150	400
Maximum height (feet) of structure above ground								
Pole signs	NA	NA	35	35	35	35	35	35
Monument or ground signs	15	6	10	15	15	15	15	15
Front yard setback (feet)	25	5	10	10	5	0	5	0
Side yard setback (feet)	10	10	10	5	5	0	5	0
Attached Signs								
Maximum size* (square feet)	100	* Note 5	150	150	300	150	300	300

SEWARD CODE

Note 1: In addition to its total permitted sign area, each premises used for a business center may have one detached center identification sign, subject to the following conditions:

1. The maximum area for a center identification sign shall be 100 square feet.
2. No center identification sign shall be within 300 feet of any other center identification sign or within 150 feet of any other detached sign on the same or adjacent premises.
3. The sign shall display no more than the name and location of the business center.
4. Each sign shall be subject to all other regulations for detached signs or graphics set forth in this Part 7 of Chapter 410.

Note 2: Within the total maximum sign allowance permitted by Table 35C, properties in certain C-2, I-1 and I-2 Districts may elect to locate an outdoor advertising sign in excess of 300 square feet, up to a maximum of 500 square feet, subject to the conditions set forth in § 410-35.13.

Note 3: One nonilluminated directional sign with a maximum size of 12 square feet is permitted at each major entrance to the development. Such sign shall be a monument or ground sign with a maximum height of four feet.

Note 4: The maximum permitted height for an oversized outdoor advertising sign in areas defined by § 410-35.13 shall be 35 feet.

Note 5: 32 square feet for civic uses; 50 square feet for project identification signs for multifamily or mobile home developments and for nonresidential uses when permitted; six square feet for residential uses, including home occupations³²

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

ULDO Amendment

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

September 12, 2022

BRIEF SUMMARY OF REQUEST

Review of a City of Seward Unified Land Development Ordinance (ULDO) Text Amendment to Article 35 Sign Regulations and Attachment 2 - Tables 35A through 35D; Sign Tables.

APPLICATION CONTACT

Tim Dworak

City of Seward - Building and Zoning

ANALYSIS

Attached are copies of the proposed amendment red line changes as well as the existing amendment for comparison.

This amendment change is based on a uniformity compliance of the code and recent court cases involving freedom of speech and sign regulations.

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

A. Consideration of an Ordinance to Amend UDLO 410-35.1-14 and Attachment 2

ORDINANCE NO. 2022-18

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 35 & ATTACHMENT 2; TO AMEND SIGN REGULATIONS; TO AMEND SIGN TABLES; 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 §410-35 is amended as follows:

§ 410-35.1 Purpose.

The sign regulations provide standards for communicating information in the environment of the City of Seward and its jurisdiction. The regulations recognize the need to protect public health, safety, and welfare; to maintain the City's attractive appearance; to provide for adequate business identification, advertising, and communication of information; and to encourage the fair enforcement of sign regulations.

§ 410-35.2 Definitions.

The following definitions shall be used for terms contained in this article that are not otherwise defined in the Seward Municipal Code or in this Unified Land Development Ordinance:

ATTACHED SIGN

A sign that is structurally connected to a building or depends upon that building for support.

AUXILIARY DESIGN ELEMENTS

Terms that describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.

AWNING and AWNING SIGN

A temporary or movable shelter supported entirely from the exterior wall of a building and composed of non-rigid materials, except for a supporting framework. An awning sign is a message printed on such a shelter.

BANNER

Material with a printed message or graphic secured or mounted on a structure in such a way as to allow wind movement.

BUILDING MARKER

An historic or commemorative plaque; or a building name or cornerstone carved into a masonry surface.

BUSINESS CENTER IDENTIFICATION SIGN

A sign that identifies a building or group of commercial buildings in single ownership or control, sharing parking and access.

CANOPY (OR ARCADE) SIGN

A sign that is attached or made an integral part of a canopy.

CLEARANCE

The distance from the bottom of a sign face elevated above grade and the grade below.

DETACHED SIGN

A sign that is self-supporting and structurally independent from any building.

DIRECTIONAL SIGN

A sign that serves only to designate the location or direction of any area or place.

DOUBLE-FACED SIGN

A sign consisting of no more than two parallel or near-parallel faces supported by a single structure. The angle created by the two faces of a double-faced sign shall not exceed 15°.

ELECTRONIC INFORMATION SIGNS

Signs which use an array of electrically illuminated lights, generally controlled by a computer or other electronic programming device, to display information or supporting graphics.

FLAG SIGN

A sign that is emblazoned on a flag and intended to be displayed in a free-flowing manner.

FLASHING SIGN

A sign that has a lighting source or lighting element that periodically illuminates or is not maintained stationary or constant in intensity and/or color at all times when the sign is in use, usually in a manner so as to draw the attention of the viewer. This definition specifically excludes electronic information signs.

FRONTAGE

The length of a property line of any one premises abutting and parallel to a public street, private way or court.

GROUND SIGN

A detached on-premises sign built on a freestanding frame, mast or pole(s) with a clearance no greater than three feet.

ILLUMINATION

Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.

MARQUEE

A permanent roofed structure attached to and supported by a building and extending over a public right-of-way.

MAXIMUM PERMITTED SIGN AREA

The maximum permitted combined area of all signs allowed on a specific property.

MONUMENT SIGN

An on-premises freestanding sign with the appearance of a solid base.

MOVING SIGN

A sign that conveys its message through rotating, changing or animated elements.

NONCONFORMING SIGN

A sign that was legally erected prior to the adoption of this chapter or any amendment thereto but which violates the regulations of this chapter.

OUTDOOR ADVERTISING SIGN

A panel for the display of information relating to a business, product, event, or other subject of advertising or publicity. Outdoor advertising signs may advertise on-premises or off-premises businesses or products, but are not included in the definition of "premises identification sign." Special regulations or permissions apply to outdoor advertising signs in certain geographic locations within the City of Seward and its jurisdiction.

POLE SIGN

An on-premises sign built on a freestanding frame, mast or pole(s) with a clearance greater than three feet.

PORTABLE SIGN

Any sign supported by frames or posts rigidly attached to bases not permanently attached to the ground or a building and capable of being moved from place to place.

PREMISES

A tract of one or more lots or sites that are contiguous and under common ownership or control.

PREMISES IDENTIFICATION SIGN

A sign which pertains to the use of a premises and which contains information about the owner or operator of that use; the type of business being conducted or the principal brand name of a commodity sold on the premises; and other information relative to the conduct of the use.

PROJECTING SIGN

A sign, other than a wall sign, that is attached to and projects from a building face.

RESIDENTIAL SIGN

A small detached or attached sign located on a residential premises, conveying a message communicated by the owner of the property.

ROOF SIGN

Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.

A. INTEGRAL ROOF SIGNA roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.

B. ABOVE-PEAK ROOF SIGNA roof sign positioned above the peak of a roof or above a parapet or cornice.

SIGN

A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information about a product, business, activity, place, person, institution, candidate or political idea.

SIGN TYPE

A functional description of the use of an individual sign; includes owner identification, advertising, directional, electronic message, and temporary.

STREET FACADE

Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, private way, or court. Separate faces oriented in the same direction or within 45° of one another are considered part of the same street facade.

TEMPORARY SIGN

Any sign designed or fabricated of materials of relatively low durability; ; or is portable, or easily removable.

WALL SIGN

A sign attached to and parallel with the side of a building.

WINDOW SIGN

A sign painted on or installed inside a window for the purpose of viewing from outside the premises.

ZONE LOT

A parcel of land in single ownership that is large enough to meet the minimum zoning requirements of its zoning district and can provide such yards and other open spaces that are required by the site development regulations.

§ 410-35.3 General regulations for signs and street graphics.

A. Compliance. Each sign or part of a sign erected within the zoning jurisdiction of the City of Seward must comply with the provisions of this chapter, other relevant provisions of the City of Seward's Municipal Code, and applicable building codes.

B. Resolution of conflicting regulations. This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Seward's Municipal Code. In cases of conflicts between Code sections, state or federal regulations, the more restrictive regulations shall apply.

C. Prohibited signs. The following signs are prohibited in all zoning districts:

(1) Signs or sign structures which resemble, imitate, simulate, or conflict with traffic control signs or devices included in the Manual of Uniform Traffic Control Devices, which otherwise mislead or confuse persons traveling on public streets, which create a traffic hazard, or which violate any of the provisions of Neb. RS 60-6, 127 or 60-6, 128 of the Nebraska Rules of the Road or any other applicable state statutes.

(2) Balloons, posters. Signs which contain or consist of , balloons, posters, pennants, ribbons, streamers, spinners, or other similarly moving devices, except as specifically provided in this section. These devices, when not part of any sign, shall also be prohibited.

(3) Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.

(4) Signs on public property not approved by the City.

(5) Flashing signs. No flashing, blinking, or rotating lights shall be permitted for either permanent or temporary signs.

(6) Moving signs. No sign shall be permitted to have any part of which moves by any mechanical means.

(7) Painted wall signs: off-premises signs painted on building walls.

(8) Above-peak roof signs.

D. Exempt signs. The following signs are permitted in any zoning district and are exempt from permitting:

(1) Street banners: providing that specific approval is granted under regulations established by the City Council.

(2) Public signs: signs of a noncommercial nature and in the public interest, erected by or upon the order of a public officer in the performance of his public duty, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, signs of historical interest and other similar signs, including signs designating hospitals, libraries, schools and other institutions or places of public interest or concern.

(3) Integral signs: names of buildings, dates of erection, monumental citations, commemorative tablets and other similar signs when carved into stone, concrete or other building material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the structure to which they are attached.

(4) Window signs: such signs that are displayed inside of a window or within a building; provided, however, that neon window signs shall be permitted only in those districts where neon signs are permitted.

(5) Works of graphic art painted or applied to building walls that contain no advertising or business identification messages.

(6) Residential signs not to exceed six square feet in area. [Amended 4-3-2018 by Ord. No. 2018-10; 8-17-2021 by Ord. No. 2021-18]

(7) Neighborhood or subdivision identification signs under 50 square feet.

(8) Signs that are not visible from a public right-of-way, private way, or court or from a property other than that on which the sign is installed.

(9) Directional signs, provided that such signs:

(a) Do not exceed four square feet in maximum size or three feet in maximum height.

(b) Are limited to one sign at each driveway or access point with a public street; and one sign at any critical decision

point internal to a development.

E. Temporary signs.

(1) Size and limitations of temporary signs. The location of temporary signs shall comply with the following regulations:

(a) The maximum size of temporary signs or portable signs shall be 50 square feet in area. Temporary residential signs shall not exceed 6 square feet.

(2) Location requirements for temporary signs.

(a) Temporary signs shall be located two feet (2') behind the sidewalk. If no sidewalk is present, the temporary sign shall be located six feet (6') from back of curb line or edge of roadway if no curb line is present\

(b) Temporary signs shall not be attached to any, building, sign pole or light pole on public or private property; or public utility poles or trees on either public or private property.

(c) Temporary signs are prohibited in any public right-of-way or property, including streets, sidewalks, parks, and public facilities.

(d) Temporary signs may be located within the vision clearance triangle defined by § 410-32.4F with permission of the adjacent property owner and the height of the sign is twenty-four inches (24") or less.

(e) Temporary signs shall not interfere with any public right-of-way, driveway or accessway, or any means of access to or egress from any building.

(f) Detached temporary signs may be placed on public property with permission of the City.

(3) Condition of temporary signs.

(a) All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed, subject to the provisions of this section.

(b) The Zoning Administrator shall order the removal of any sign not in compliance with any provisions of this section. If the owner of the premises on which such sign is located, or the owner of the sign if unlawfully located on public property, fails to remove such sign, the Zoning Administrator shall be authorized to remove the sign.

F. Vision clearance triangle. No sign may project into or be placed within a vision clearance triangle defined by § 410-32.4F.

G. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

§ 410-35.4 Basic design elements.

A. Wall signs and graphics. Wall signs and graphics are subject to the following general regulations:

(1) A wall sign shall not extend more than 18 inches from the wall to which it is attached.

(2) A wall sign must be parallel to the wall to which it is attached.

(3) A wall sign may not extend beyond the corner of the wall to which it is attached; except where attached to another wall sign, it may extend to provide for the attachment.

(4) A wall sign may not extend beyond its building's roof line.

(5) A wall sign in the CBD District attached to a building on its front property line may encroach upon a public right-of-way by no more than 18 inches. Such a wall sign shall provide minimum clearance of eight feet, six inches. [Amended 11-1-2005 by Ord. No. 53-05]

(6) For the purpose of calculating permitted sign areas pursuant to this article, signs painted on the walls of buildings shall be considered wall signs.

(7) Where permitted, canopy signs are counted as wall signs when calculating total permitted sign area.

B. Projecting signs and graphics. Projecting signs and graphics are subject to the following general regulations: [Amended 11-1-2005 by Ord. No. 53-05]

(1) The maximum projection of any projecting sign shall be as follows:

(a) Three feet over public sidewalks less than 12 feet wide.

(b) Five feet over public sidewalks 12 feet wide or more, or over private property.

(2) Each projecting sign must maintain at least the following vertical clearances:

(a) Over sidewalks: 12 feet; except that a canopy may reduce its vertical clearance to seven feet six inches.

(b) Outside of parking areas or driveways, but within three feet of such areas; or within 50 feet of the right-of-way lines formed by a street intersection: 15 feet.

(c) Over parking lots: 15 feet.

(d) Over driveways: 18 feet.

(3) Projecting signs must minimize visible support structures, including guy wires, cables, turnbuckles, angle iron, or other similar external support structure.

C. Pole signs. Pole signs, where permitted, are subject to the following general regulations:

(1) Each pole sign must maintain at least the following vertical clearances:

(a) Over sidewalks: eight feet, six inches.

(b) Outside of parking areas or driveways, but within three feet of such areas; or within 50 feet of the right-of-way lines formed by a street intersection: 10 feet.

(c) Over parking lots: 14 feet.

(d) Over driveways: 18 feet.

(2) Permitted pole signs may revolve at a rate not to exceed six revolutions per minute.

D. Awning signs. Awning signs, where permitted, are subject to the following regulations:

(1) The copy area of an awning sign shall not exceed 25% of the total face area of the awning. The combined area of all front-facing awning panels shall not exceed 35% of the total wall area.

(2) Awnings shall not extend above the eave or parapet of the building facade and shall be a minimum of seven feet six inches above the sidewalk or grade, whichever is higher. Awnings shall not extend over any area utilized by motor vehicles.

(3) Awnings may project no more than nine feet from the facade of the wall to which they are mounted. Any extension beyond six feet shall have plans stamped by a licensed architect or professional engineer, certifying the ability of the wall and associated structures to carry all imposed loads.

E. Electronic information signs. Electronic information signs, where permitted, are subject to the following regulations: [Amended 11-1-2005 by Ord. No. 53-05]

(1) No electronic information sign shall be programmed in a way that suggests or resembles a traffic control device, such as a traffic signal.

§ 410-35.5 Other design elements.

A. Illumination. Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway.

B. Marquees and marquee signs. Signs placed on, attached to, or constructed on a marquee are subject to the maximum projection and clearance regulations of projecting signs.

C. Permanent banners.

(1) A banner sign projecting from a building may not exceed the wall height of the building.

(2) Maximum projection for any banner is five feet from the building, with a minimum clearance of 10 feet.

(3) Flag signs and banner signs count against the sign area

permitted a premises.

D. Clocks. For the purposes of this article, clocks are not considered a moving sign.

§ 410-35.6 Nonconforming signs.

A. Conformance required. Except as may be hereinafter specified, no sign shall be erected, placed, maintained, converted, enlarged, reconstructed or structurally altered which does not comply with all of the regulations established by this chapter.

B. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

C. Nonconformance and amortization of premises identification signs. Where a sign exists at the effective date of adoption or amendment of the ordinance codified in this chapter that could not be built under the terms of this chapter by reason of restrictions on area, use, height, setback, or other characteristics of the sign or its location on the lot, such sign may be continued so long as it remains otherwise lawful, subject to the following provisions:

(1) No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.

(2) Should such a sign be destroyed by any means to an extent of 60% or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.

(3) Within any zoning district, all premises identification signs or other signage that pertains to the premises on which such sign is located shall comply fully with the provisions of this chapter, unless otherwise provided, within 15 years after the effective date of this chapter. This amortization provision does not apply to outdoor advertising signs, provided that such signs remain in continuous use. Any nonconforming outdoor advertising sign that remains unused for a continuous period of 180 days shall forfeit its right to continue as a nonconforming use.

§ 410-35.7 Permit procedures.

A. Applicability.

(1) A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all signs conforming with this chapter.

(2) A permit shall not be required for repainting without changing permanent wording, composition, or colors; or for nonstructural repairs.

B. Plan submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this chapter. Such plans shall show sufficient details about the size of the sign, location and materials to be used and such other data as may be required for the Building Official to determine compliance with this chapter. When requested

by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign and its installation by a registered professional engineer with specialization in structures.

C. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this chapter, may appeal such decision to the Board of Adjustment as provided by § 410-44.8 of this Unified Land Development Ordinance.

D. Application fees. Each application for a sign permit shall be accompanied by any applicable fees, which shall be established by the City Council from time to time by resolution.

§ 410-35.8 Area, height and setback measurements.

A. Maximum permitted sign area. Maximum permitted sign area for a premises is set forth as a numerical limit or as a function of the frontage of the premises on a street or private way. For properties with frontage on more than one street or private way, the total frontage shall be calculated as the longest frontage plus 1/2 the length of all additional frontages.

B. Sign area.

(1) Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, or architectural elements of the building.

(2) The area of double-faced signs is calculated on the largest face only.

(3) The sign area for ground signs, monument signs, and architectural sign bands is calculated as the area enclosing the extreme limits of the copy only.

(4) In the case of individual letters mounted to a wall, only the total area of the letters themselves is included within the sign area.

C. Height. The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or sign structure.

D. Setback. The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.

§ 410-35.9 Permitted sign types by zoning district.

Table 35A, included as an attachment to this chapter, sets forth the sign types permitted within each zoning district of the City of Seward.

§ 410-35.10 Auxiliary design elements.

Table 35B, included as an attachment to this chapter, sets forth auxiliary design elements permitted within each zoning district of the City of Seward.

§ 410-35.11 Maximum permitted sign area.

Table 35C, included as an attachment to this chapter, sets forth the maximum sign area permitted within each zoning district of the City of Seward.

§ 410-35.12 Permitted signs by numbers, dimensions and location.

Table 35D, included as an attachment to this chapter, sets forth the maximum

permitted number of signs per premises; the maximum permitted dimensions of each sign; and the required setbacks for detached signs.

§ 410-35.13 Outdoor advertising signs in commercial and industrial districts. Within the total amount of sign area permitted to them, some parcels at specific locations in the AG, C-2, I-1 and I-2 Zoning Districts may elect to devote a portion of their sign budgets to installation of an outdoor advertising sign, subject to the conditions contained in this section. This provides a variation from the maximum size of an individual detached sign set forth in Table 35C.

A. Location. Eligible properties must be located within an AG, C-2, I-1 or I-2 District along Nebraska Highway 15 or U.S. Highway 34.

B. Impact on business identification and other signage. Utilization of this provision does not entitle any parcel to additional permitted sign area, and the area of the sign counts against the total sign area permitted the parcel. The outdoor advertising sign shall count as a detached sign for the purpose of calculating the total number of permitted detached signs.

C. Maximum size and height.

(1) The size of an outdoor advertising sign shall not exceed 500 square feet.

(2) The maximum height of such a sign shall be 35 feet.

D. Separation factors.

(1) Where permitted along Nebraska Highway 15, outdoor advertising signs in excess of the maximum size permitted by Table 35D shall be separated by 2,000 feet from any other outdoor advertising sign of any size and 300 feet from any other detached sign.

(2) Any such outdoor advertising sign shall be separated by 200 feet from any property in a residential zoning district, including RR through R-4 and RM Districts.

E. Other standards.

(1) New installations of stacked signs or other installations of two signs facing the same direction on a single structure are prohibited.

(2) The area around the base of the sign shall be maintained by the sign owner or property owner in clean condition. A radius of 10 feet around the base of the sign shall be landscaped in accordance with the provisions of Article 33.

(3) Nothing in this section shall be taken to abrogate or limit the ability of a property owner to devote a sign that is fully consistent with the regulations and dimensions set forth by Tables 35C and 35D for an advertising message. This section only addresses terms under which a larger than otherwise permitted outdoor advertising sign may be installed.

§ 410-35.14 Sign master plan for large projects.

For projects with an overall site area in excess of six acres, an applicant may submit a sign master plan, detailing the size, location, and design of all signs on the site. The sign master plan may adjust the strict application

ZONING AND SUBDIVISION

Table 35B
Auxiliary Sign Elements

KEY:

- P Permitted for all uses
- P(C) Permitted for civic uses
- N Not permitted

Design Element	AG	RR	R-1 R-2	R-3 RM	R-4	UC	C-1	C-2	CBD	BP	I-1	I-2
Illumination												
Indirect	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Direct	N	N	N	N	N	N	N	N	N	N	N	N
Internal	P(C)	P(C)	P(C)	P(C)	P	P	P	P	P	P	P	P
Neon	N	N	N	N	N	P	P	P	P	N	P	P
Flashing	N	N	N	N	N	N	N	N	N	N	N	N
Flame	N	N	N	N	N	N	N	N	N	N	N	N
Bare bulb	N	N	N	N	N	N	N	N	N	N	N	N
Other												
Electronic information	N	N	P(C) *	P(C) *	P(C) *)	P	P	P	P	P	P	P
Moving	N	N	N	N	N	N	N	N	N	N	N	N
Rotating	N	N	N	N	N	N	N	N	N	N	N	N

*Allowed along highway frontage only. Subject to site plan review.

SEWARD CODE

Table 35C
Permitted Signs by Maximum Permitted Area and District [Amended 11-1-2005 by Ord. No. 53-05; 8-17-2021 by Ord. No. 2021-18]

The maximum permitted area for all signs on a premises, excluding directional signs, building marker signs, and United States, state, or university flags, shall not exceed the lesser of the following:

	Zoning District									
	AG	RR	R-1 R-2 R-3 R-4 RM	UC	C-1	C-2	CBD	BP	I-1 I-2	
Square feet of signage per linear foot of frontage	NA	NA	NA	2.0	2.0	3.0	2.0	1.0	2.0	
Maximum total square feet	(Note 1)	(Note 2)	(Note 3)	300 (Note	500 (Note	800	400	400	800	

				4)	5)				
--	--	--	--	----	----	--	--	--	--

Note 1: 200 square feet for civic or commercial uses; six square feet for residential uses, including home occupations.

Note 2: 50 square feet for project identification signs or civic uses; six square feet for residential uses, including home occupations.

Note 3: Civic uses - 32 square feet for the first acre, then 10 square feet for every additional acre with a maximum of 200 square feet. Subject to site plan review; 50 square feet for project identification signs for multifamily or mobile home developments and for nonresidential uses when permitted; six square feet for residential uses, including home occupations.

Note 4: Maximum limits apply to nonresidential premises only. On premises with primary residential use, 50 square feet for project identification signs for multifamily developments, six square feet for residential uses, including home occupations.

Note 5: One business center identification sign with a maximum area of 100 square feet is permitted in addition to the maximum total square feet established here, subject to the regulations set forth by Table 35D.

Table 35D
Permitted Signs by Numbers, Dimensions and Location [Amended 11-1-2005
by Ord. No. 53-05]

Each individual sign shall comply with the regulations for maximum quantity, maximum size, minimum setbacks, and height limits shown in this table.

KEY:

X See Table 35C for maximum sign sizes

	Zoning District							
	AG	RR R-1 R-2 R-3 R-4 RM	UC	C-1 (Note 4)	C-2 (Note 2, 4)	CBD (Note 4)	BP (Note 4)	I-1 I-2 (Note 3, 4)
Detached Signs								
Number permitted per premises	1	1	1	NA	NA	1	NA	NA
Per feet of frontage of property	NA	NA	NA	1 per 300	1 per 200	NA	1 per 300	1 per 300
Maximum size (square feet)	100 (Note 4)	x	100	200	400	150	150	400

Maximum height (feet) of structure above ground								
Pole signs	NA	NA	35	35	35	35	35	35
Monument or ground signs	15	6	10	15	15	15	15	15
Front yard setback (feet)	25	5	10	10	5	0	5	0
Side yard setback (feet)	10	10	10	5	5	0	5	0
Attached Signs								
Maximum size* (square feet)	100	X	150	150	300	150	300	300

SEWARD CODE

Note 1: In addition to its total permitted sign area, each premises used for a business center may have one detached center identification sign, subject to the following conditions:

1. The maximum area for a center identification sign shall be 100 square feet.
2. No center identification sign shall be within 300 feet of any other center identification sign or within 150 feet of any other detached sign on the same or adjacent premises.
3. The sign shall display no more than the name and location of the business center.
4. Each sign shall be subject to all other regulations for detached signs or graphics set forth in this Part 7 of Chapter 410.

Note 2: Within the total maximum sign allowance permitted by Table 35C, properties in certain C-2, I-1 and I-2 Districts may elect to locate an outdoor advertising sign in excess of 300 square feet, up to a maximum of 500 square feet, subject to the conditions set forth in § 410-35.13.

Note 3: One nonilluminated directional sign with a maximum size of 12 square feet is permitted at each major entrance to the development. Such sign shall be a monument or ground sign with a maximum height of four feet.

Note 4: The maximum permitted height for an oversized outdoor advertising sign in areas defined by § 410-35.13 shall be 35 feet.

Section 3. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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 _____, 2022

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
City Clerk/
Human Resource Director

4. Public Hearing - 7:00 PM - Consideration of a Special Use Permit for 310 N 5th Street to Allow Construction of a Downtown Street Level Residential Unit - Building/Zoning & Code Enf. Director Dworak



PAID
8/11/2022/CL

Application for Special Use Permit

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

Instructions:

1. Fill out the application form completely. Use additional sheets if needed.
2. Filing Fee is \$200. Notification Fee is \$100. Amount Due is \$300 payable to the City of Seward.
3. Contact the City of Seward Building & Zoning Director for questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.

Permit No. _____

Date : AUGUST 12, 2022

Applicants Name : Alexa & Kevin McNally

Applicants Address: 316 N. 5th Street

Phone Number: 9102149078

Email: alexa@williamhenryschoolofthearts.com

Present use of Property: empty/office

Requested use of Property : studio / 1 bedroom apartment

Present Zoning: CBD

Legal Description: Lots 11 & 12 B2 43 Clouds Addition City of Seward

Provisions of the Zoning Regulations you are seeking for this permit: first floor residential CBD

Number of Years for Permit (5 yrs, 10 yrs, etc): perpetuity

Explain in detail what you propose to do: Dance studios in lower level, Art Studio & living space on First floor

Adjoining Property Use: North: CBD - Residential South: CBD - Print shop

West: CBD - office / medical East: R-4 Residential

This authorizes the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members of the City of Seward Planning Commission or Seward City Council.

Applicant Signature: [Handwritten Signature]

TACKarchitects

2922 n. 61 street, studio 01
Omaha Nebraska 68104
www.tackarch.com

Seward Apartment Remodel

316 North 5th Street
Seward, NE 68434

© 2022 TACKarchitects, Inc.
These documents have been prepared by TACKarchitects, Inc. specifically for the following project:
Seward Apartment Remodel
They are not suitable for use on other projects or locations without the express written approval and participation of TACKarchitects, Inc. Any reproduction is prohibited.

NO.	REVISION	DATE



SHEET NAME:

FIRST FLOOR PLAN

DATE: 2022.08.11

PROJECT NO.: 2022.046.00

SHEET NO.:

A2.00

GENERAL DEMOLITION NOTES

1. THE DEMOLITION DRAWINGS ARE A SUMMARY AND WILL NOT SHOW ALL SPECIFIC ITEMS FOR REMOVAL. REMOVAL AND MODIFICATION OF EXISTING ITEMS SHALL BE INCLUDED WHERE REQUIRED TO ACCOMMODATE THE NEW WORK SHOWN.
2. SCOPE OF DEMOLITION SHALL INCLUDE ALL WORK REQUIRED TO PREPARE THE PREMISES FOR NEW WORK AS SHOWN.
3. REMOVE ALL WALLS, DOORS, WINDOWS, FRAMES, CASEWORK, AND STORAGE SHELVES WITHIN THE LIMITS OF CONSTRUCTION AS SHOWN ON THE PLANS.
4. REMOVE ALL CEILING AND INSULATION ABOVE CEILING AS REQUIRED FOR NEW WORK.
5. LIGHT LINES INDICATE EXISTING LAYOUT ITEMS. DARK DASHED LINES INDICATE ITEMS TO BE REMOVED.
6. DEMOLITION SHALL BE DONE WITH PROTECTION OF ADJACENT REMAINING WORK TO ALLOW PATCHING BACK TO MATCH EXISTING CONDITIONS OR NEW CONDITIONS.
7. MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN AND PROTECT AGAINST DAMAGES DURING DEMOLITION OPERATION. MAINTAIN UTILITIES AND SERVICES TO ALL OCCUPIED AREAS NOT AFFECTED BY THIS SCOPE-OF-WORK.
8. COORDINATE SHUTOFF LOCATIONS AND SHUTDOWN PERIODS FOR SYSTEMS AS REQUIRED WITH UTILITY COMPANIES. COORDINATE SHUTDOWN PERIODS WITH OWNER.
9. EXCEPT AS NOTED ABOVE THE RESPECTIVE TRADES SHALL CUT, REMOVE, AND PATCH BACK READY FOR FINISH ALL ITEMS NEEDED FOR INSTALLATION OF THEIR WORK.
10. INCIDENTAL PATCHING: EXPOSED FINISHES SHALL BE PATCHED BACK TO MATCH EXISTING OR SCHEDULED FINISH BY THE FINISH TRADE PERFORMING THE FINISHES FOR THE PROJECT AFTER PATCHING BACK OF BASE MATERIAL BY THE TRADE PERFORMING THE REMOVAL.
11. DO NOT DISTURB OR REMOVE MATERIALS SUSPECTED TO CONTAIN ASBESTOS. NOTIFY ARCHITECT.
12. OWNER TO HAVE FIRST RIGHT OF REFUSAL ON DEMOLITION ITEMS.

GENERAL NOTES

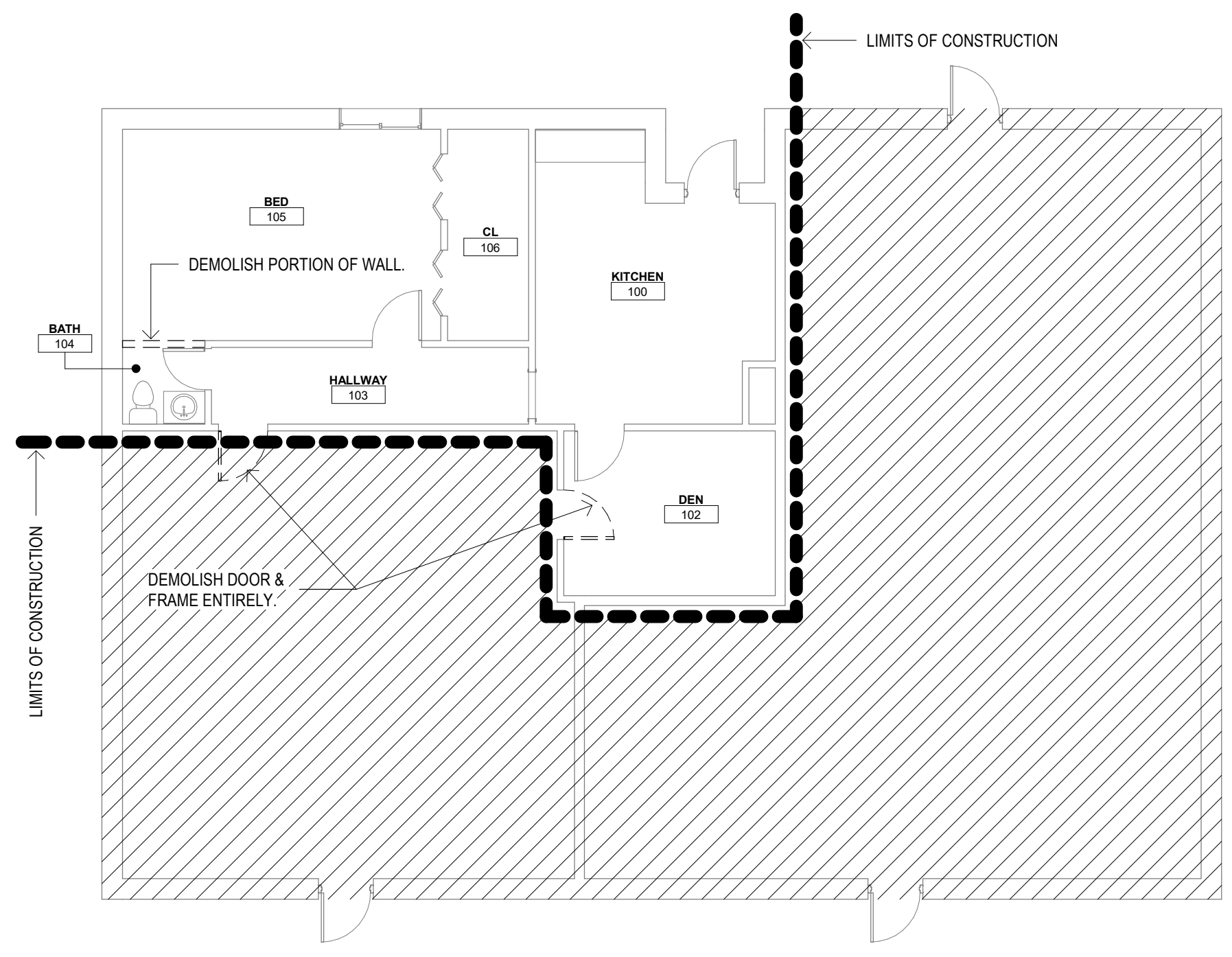
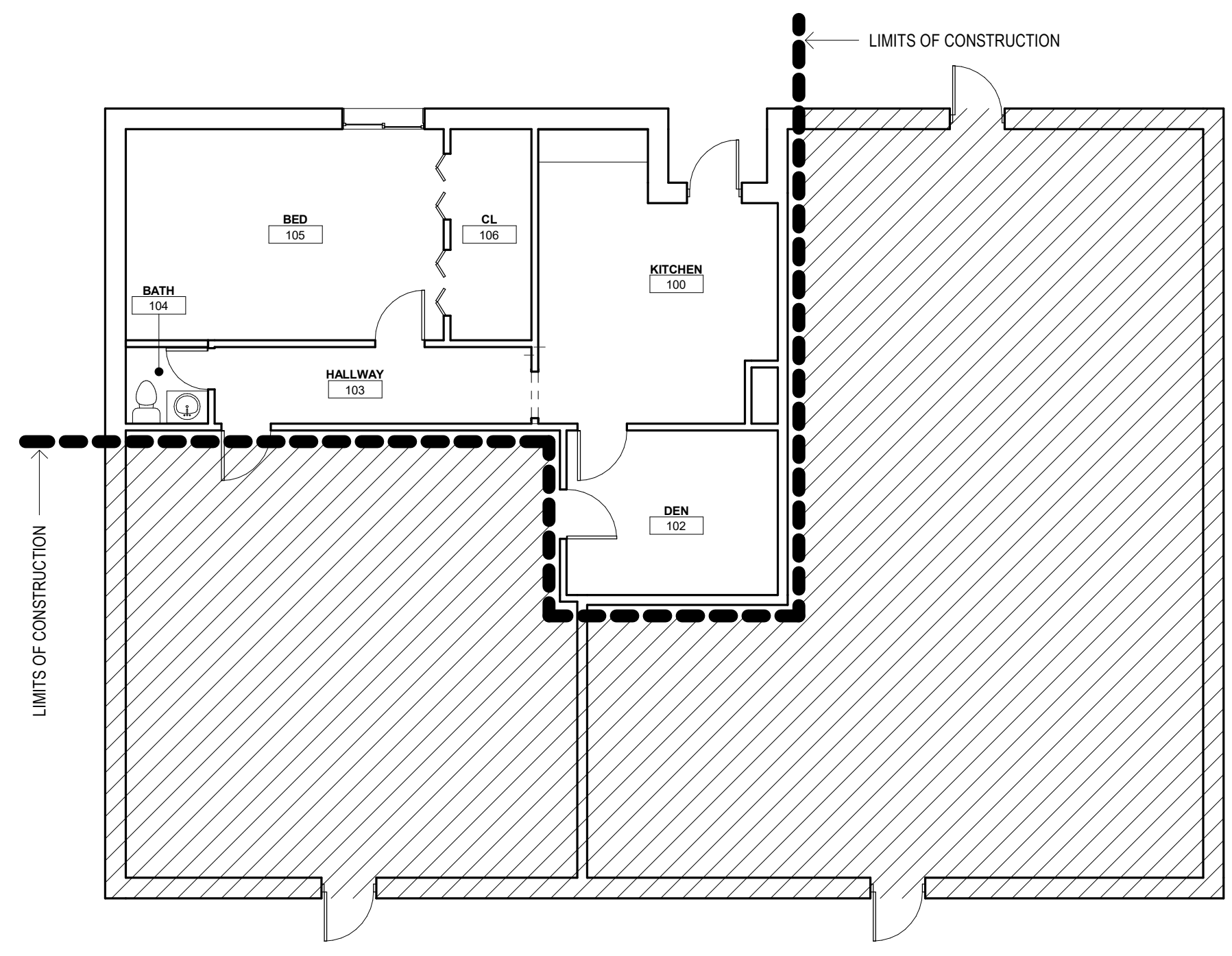
- 1. GENERAL**
- 1.1 CONTRACTOR SHALL VERIFY CONDITIONS AND DIMENSIONS PRIOR TO MATERIAL FABRICATION AND CONSTRUCTION.
 - 1.2 DIMENSIONS ARE NOMINAL, FINISH FACE TO FINISH FACE, UNLESS OTHERWISE NOTED. DO NOT SCALE FROM DRAWINGS.
 - 1.3 FIRE STOP ALL FLOOR AND WALL PENETRATIONS AS REQUIRED BY CODE.
 - 1.4 UNLESS OTHERWISE NOTED, ALL FURNITURE IS N.I.C.
 - 1.5 ELEMENTS SHOWN IN SOLID HALF TONE LINES INDICATE EXISTING CONDITIONS. ELEMENTS SHOWN IN FULL TONE SOLID INDICATE PROPOSED CONSTRUCTION.
 - 1.6 MECHANICAL, ELECTRICAL, & PLUMBING WORK NOT PROVIDED IN THIS SCOPE. CONTRACTOR TO COORDINATE DIRECTLY WITH RESPECTIVE SUB-CONTRACTORS.
 - 1.7 INSTALL 2 HR RATED FIRE WALLS IN LEAST INVASIVE METHOD POSSIBLE. COORDINATE WITH BUILDING INSPECTOR AS REQUIRED.
 - 1.8 FIELD VERIFY ALL DIMENSIONS.
- 2. FLOORS**
- 2.1 LEVEL ALL EXISTING FLOORS FOR A FLAT, CONTINUOUS SURFACE. EVALUATE FLOOR LEVELNESS AND COORDINATE TRANSITIONS OF FLOOR MATERIALS. CONDUCT POST DEMO MEETING TO EVALUATE REMOVAL AND/OR REPLACEMENT EXTENTS AND OPTIONS.
 - 2.2 FLOOR FINISH TRANSITIONS TO OCCUR UNDER DOOR CENTERLINES, UNLESS OTHERWISE NOTED.
- 3. WALLS/PARTITIONS**
- 3.1 FIRE AND SMOKE RATED PARTITIONS ARE SHOWN ON THE FLOOR PLANS. WALLS DESIGNATED WITH TO BE 2 HR. RATED. SEE FLOOR PLAN.
 - 3.2 ALL INTERIOR METAL STUD PARTITIONS ARE 3 5/8" 25 GA STUDS WITH 5/8" GYPSUM BOARD EACH SIDE UNLESS OTHERWISE NOTED.
 - 3.3 FILL STUD PARTITIONS WITH ACOUSTICAL BLANKET INSULATION.
 - 3.4 PROVIDE WATER RESISTANT BOARD AT ALL WET WALL AREAS.
- 4. OWNER PROVIDED EQUIPMENT**
- 4.1 CONTRACTOR TO COORDINATE THE INSTALLATION OF EQUIPMENT WITH OWNER SUPPLIERS/ CONTRACTORS.
 - 4.2 OWNER PROVIDED FURNITURE INDICATED FOR INFORMATION AND COORDINATION PURPOSES.

FLOOR PLAN KEYED NOTES

MARK	DESCRIPTION
01	INSTALL 2x4 WOOD STUD WALL WITH BATT INSULATION, 1/2" GYP BOARD ONE SIDE, & 1/2" CEMENT BOARD ON OPPOSITE SIDE.
02	INSTALL WOOD OR METAL STUD WALL (MATCH EXISTING CONSTRUCTION), 2 HOUR FIRE RATING REQUIRED.
03	INSTALL 2 HR FIRE RATED WALL. VERIFY EXISTING CONDITIONS. REFER TO UL RATINGS ON DRAWING SHEET.
04	INSTALL NEW BATH TUB & ALL ASSOCIATED PLUMBING. COORDINATE FIXTURE SELECTIONS WITH OWNER.

2 HOUR FIRE RATED WALL ASSEMBLIES

- UL U419 - METAL STUD WALL ASSEMBLY**
- 2 LAYERS 5/8" THICK GYPSUM BOARD (UL TYPE ULIX)
 - 3-5/8" STEEL STUDS, 20 GA @ 16" O.C.
 - 3-1/2" FIBERGLASS INSULATION
 - 2 LAYERS 5/8" THICK GYPSUM BOARD (UL TYPE ULIX)
- UL U301 - WOOD STUD WALL ASSEMBLY**
- 2 LAYERS 5/8" THICK GYPSUM BOARD (UL TYPE ULIX)
 - 2x4 WOOD STUDS @ 16" O.C.
 - 3-1/2" FIBERGLASS INSULATION
 - 2 LAYERS 5/8" THICK GYPSUM BOARD (UL TYPE ULIX)



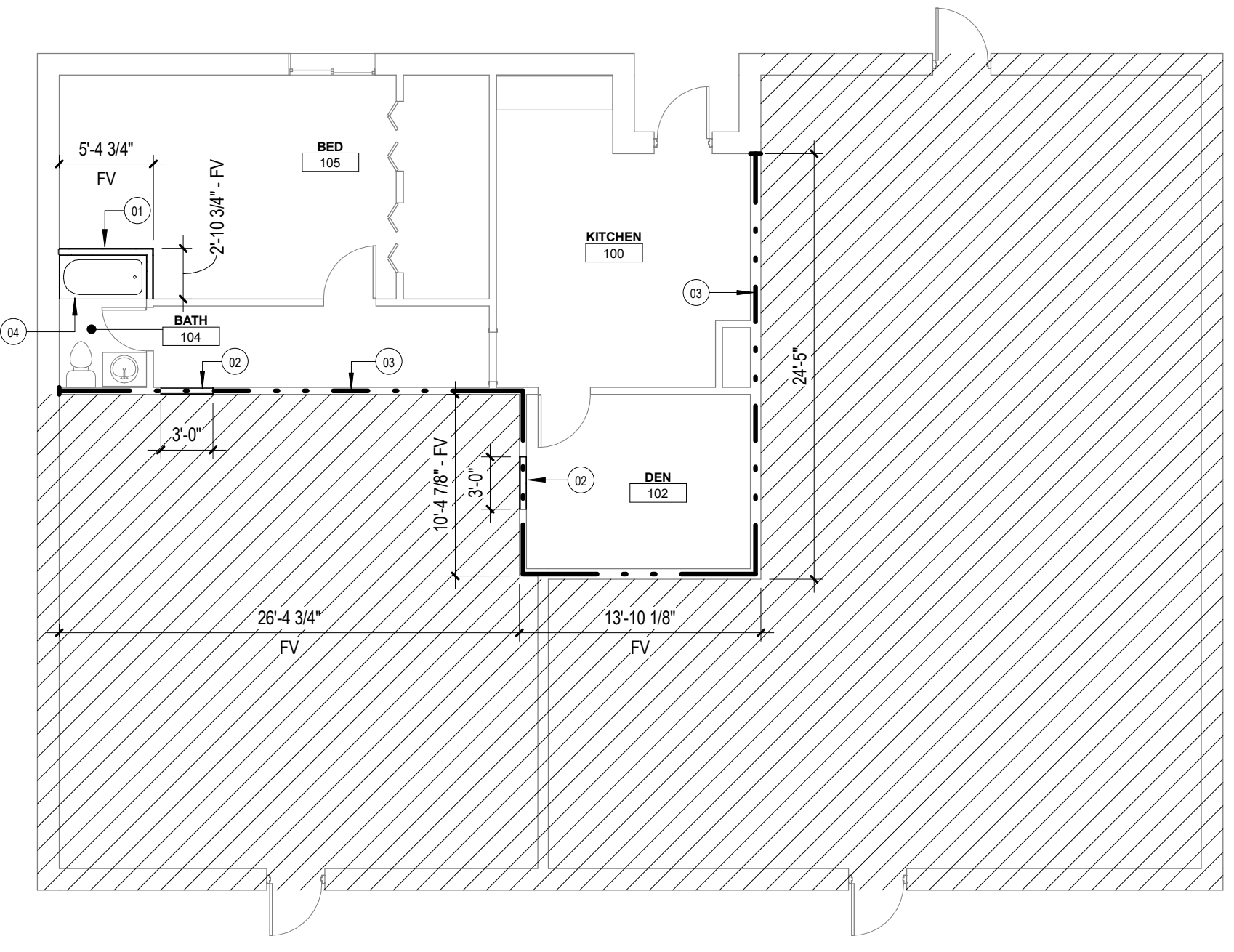
1 EXISTING FLOOR PLAN
A2.00 1/8" = 1'-0"

2 DEMOLITION FLOOR PLAN
A2.00 1/8" = 1'-0"

SEWARD APARTMENT REMODEL

PERMIT DRAWINGS

I, RYAN G. HIER, AM THE COORDINATING PROFESSIONAL FOR THE SEWARD APARTMENT REMODEL.



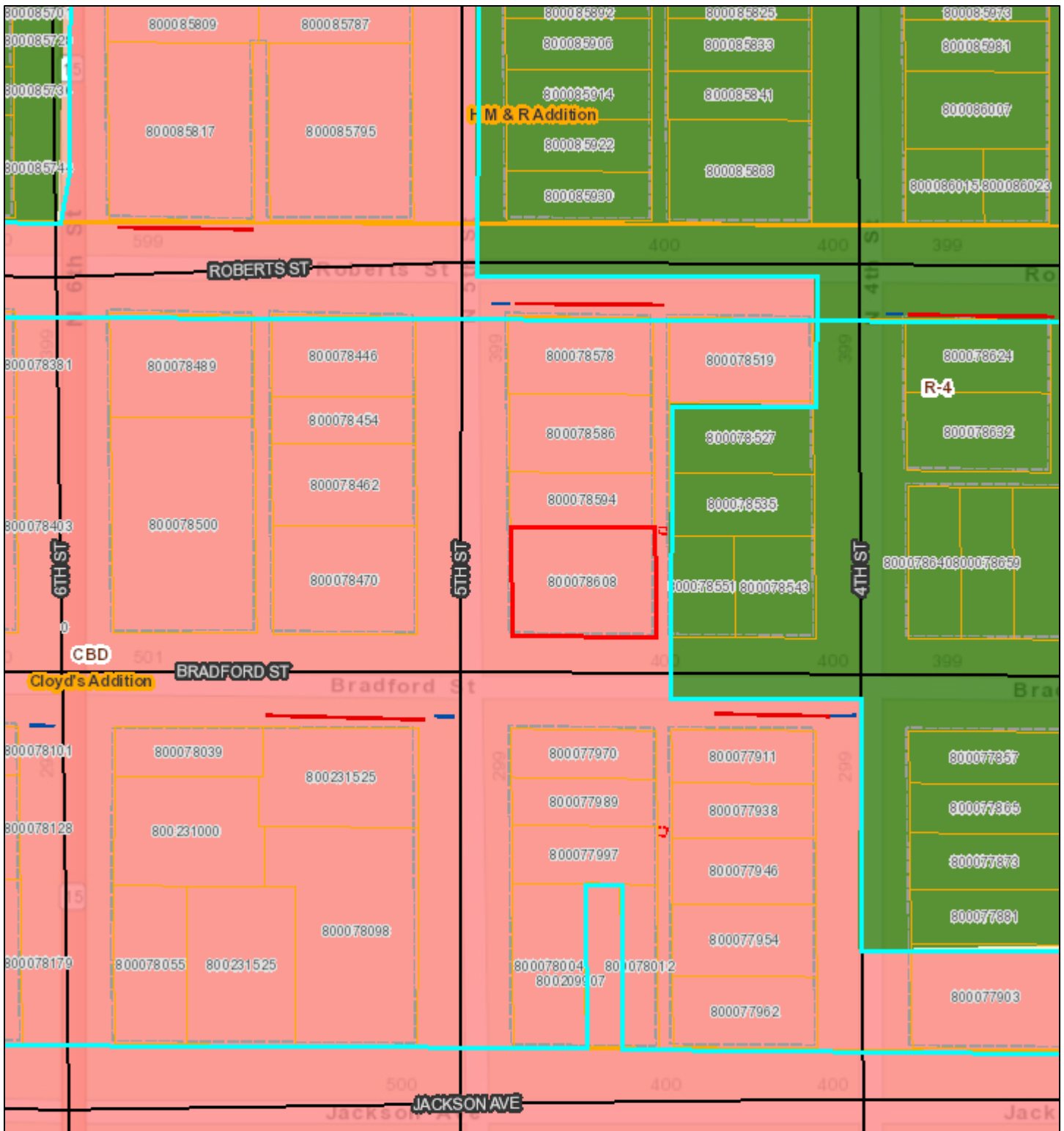
3 FLOOR PLAN
A2.00 1/8" = 1'-0"



5th St

North ↑

Bradford St



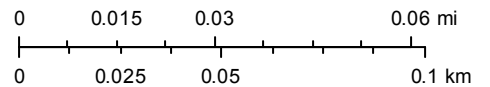
September 9, 2022

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

Legend

- ADA Sidewalk
- Deficient Sidewalk
- Missing Sidewalk
- Streets
- Parcels
- Subdivisions

1:1,864



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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

Special Use permit

FINAL ACTION?

DEVELOPER/OWNER

Alexa & Kevin McNally

PC HEARING DATE

September 12, 2022

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

310 N 5th St – CBD - Commercial

ADJACENT ZONING DISTRICTS/USE:

North, CBD, Residential – William & Karen Gadberry

East, R-4, Residential – Derek Jones

South, CBD, Commercial – Sports Express Inc

West, CBD, Commercial – Twin Rivers Health Care

BRIEF SUMMARY OF REQUEST

A Special Use Permit application for a mixed use of Commercial Services and Residential on the street level floor at 310 N 5th St in the Central Business District (CBD).



APPLICATION CONTACT

Alexa McNally, 910-214-9078

310 N 5th St, Seward, NE 68434

ANALYSIS

McNallys wish to convert a portion of the rear area of the first floor at 310 N 5th St to residential living for the purposes of living in it.

Attached is the floor plan showing the residential portion (rear) from the commercial portion (front). Also attached is the newly adopted first floor living Ordinance No. 2020-1 that outlines the qualifying guidelines to meet first floor or street floor level residential living in the Central Business District.

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

APPROXIMATE LAND AREA:

10,560 square feet

LEGAL DESCRIPTION:

LOTS 11 & 12 BLOCK 43 CLOYDS ADDITION CITY OF SEWARD

Prepared by

Tim Dworak

City of Seward Building – Zoning – Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU22-05.

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits Downtown street level residential in the CBD District.

SITE SPECIFIC CONDITIONS:

1. Not to exceed 50% of the total floor space for first floor residential

2. Access to the residential unit shall not be through the commercial access, in addition, the residential dwelling cannot be visible from the street storefront.

3. Must meet Fire separation requirements

STANDARD CONDITIONS:

ADMINISTRATIVE ITEMS

1. Consideration of a Resolution Affixing the Amount of Fees for Rescue Squad and Ambulance Services - Assistant Fire Chief Brumm

RESOLUTION NO. 2022-27

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution affix the amount of fees charged by the Seward Volunteer Fire Department for Rescue Squad and Ambulance Services, and

WHEREAS, it is deemed advisable to establish and affix fees for such services;

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

The amount of Rescue Squad and Ambulance Service fees charged by the Seward Volunteer Fire Department shall henceforth be and are hereby fixed as follows to be in full force and effect on and after October 1, 2022:

<u>HCPCS/Description</u>	<u>Fee for Service</u>
A0425: Ground Mileage	\$ 20.00
A0426: ALS Non-Emergency	\$1,000.00
A0427: ALS Emergency	\$1,200.00
A0428: BLS Non-Emergency	\$ 700.00
A0429: BLS Emergency	\$1,000.00
A0433: ALS 2	\$1,200.00
A0434: SCT	\$1,200.00
Treatment without Transport	\$ 125.00

The Mayor declared the resolution adopted.

Dated: September 20, 2022

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

2. Consideration of an Ordinance to Amend City Code 382-11.1 'Golf Carts' and City Code 382-10.2 'Operation of All-Terrain & Utility Type Vehicles' - City Administrator Butcher

ORDINANCE NO. 2022-16

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 382 VEHICLES AND TRAFFIC, ARTICLE 11; TO REGULATE THE OPERATION OF GOLF CARTS, LOW-SPEED VEHICLES, ALL-TERRAIN VEHICLES, AND UTILITY-TYPE VEHICLES ON CITY STREETS; 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 382 of the Municipal Code of the City of Seward is hereby amended as follows:

SECTION 1. That §382-11.1 Golf carts and low-speed vehicles, is amended as follows:

It shall be unlawful for any person to operate a golf cart upon any street or highway within the corporate limits, or upon any public land owned by the municipality, except as follows and under the following terms:

A. As used in this article, the following terms shall have the meanings indicated:

Golf Cart: means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes.

Low-Speed Vehicle: a four-wheeled motor vehicle whose speed attainable in one mile is more than twenty miles per hour and not more than twenty-five miles per hour on a paved, level surface, (b) whose gross vehicle weight rating is less than three thousand pounds, and that complies with 49 C.F.R. part 571, as such part existed on January 1, 2022, or a three-wheeled motor vehicle whose maximum speed attainable is not more than twenty-five miles per hour on a paved, level surface, whose gross vehicle weight rating is less than three thousand pounds, and which is equipped with a windshield and an occupant protection system. A motorcycle with a sidecar attached is not a low-speed vehicle.

B. The operator of a golf cart or low-speed vehicle shall have a valid Class O operator's license issued by the State of Nebraska and provide proof of liability insurance coverage, which shall be subject to limits exclusive of interest and costs, as follows: \$25,000.00 because of bodily injury to or death of one person in any one accident and, subject to such limit for one person, \$50,000.00 because of bodily injury to or death of two or more persons in any one accident, and \$25,000.00 because of injury to or destruction of property of others in any one accident; additionally all golf carts and low-speed vehicles shall be registered each calendar year with the City of Seward in the name of the liability insurance holder and proof of insurance shall be presented at the time of registration, a sticker shall be issued that is displayed on the front of the golf cart or low-speed vehicle; when operating a golf cart or low-speed vehicle, the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color.

C. A golf cart or low-speed vehicle may only be operated when such operation occurs between the hours of sunrise and sunset; on streets with a posted speed limit of thirty-five miles per hour or less, and such golf cart shall not be operated at a speed in excess of twenty miles per hour.

D. Except for crossing: a golf cart or low-speed vehicle may not be driven on Highway 34 (Main Street), or Highway 15 (6th Street); nor shall a golf cart or low-speed vehicle be driven on the roadways of Pinewood Avenue, East Pinewood Avenue, Hillcrest Drive, East Hillcrest Drive, North Columbia Avenue, or Waverly Road, except to leave or enter a specific location on said roadways; in the case of crossing, such crossing will be made at an angle of approximately ninety degrees to the direction of the highway or road and at a place where no obstruction prevents a quick and safe crossing; such golf cart or low-speed vehicle shall be brought to a complete stop before crossing the shoulder or roadway of the road or highway; the operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and in crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road, as applicable.

SECTION 2. That §382-10.2 Operation of all-terrain vehicles or utility-type vehicles, is amended as follows:

A. An all-terrain vehicle or a utility-type vehicle may be operated when such operation occurs only between the hours of sunrise and sunset. Any person operating an all-terrain vehicle or a utility-type vehicle shall have a valid Class O operator's license or a farm permit as provided in Neb. RS 60-4, 126, shall have liability insurance coverage for the all-terrain vehicle or utility-type vehicle while operating the vehicle on a highway, and shall not operate such vehicle at a speed in excess of 30 miles per hour. The person operating the all-terrain vehicle or utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request. All all-terrain vehicles or utility-type vehicles shall be registered each calendar year with the City of Seward in the name of the liability insurance holder and proof of insurance shall be presented at the time of registration, a sticker shall be issued that is displayed on the front of the all-terrain vehicles or utility-type vehicles. When operating an all-terrain vehicle or a utility-type vehicle, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color.

B. All-terrain vehicles and utility-type vehicles may be operated without complying with Subsection A of this section on highways in parades which have been authorized by the State of Nebraska or any department, board, commission, or political subdivision of the state.

SECTION 3. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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 20th day of September, 2022

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
City Clerk

ORDINANCE NO. 2022-

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 382 VEHICLES AND TRAFFIC, ARTICLE 11; TO REGULATE THE OPERATION OF GOLF CARTS, LOW-SPEED VEHICLES, ALL-TERRAIN VEHICLES, AND UTILITY-TYPE VEHICLES ON CITY STREETS; 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 382 of the Municipal Code of the City of Seward is hereby amended as follows:

SECTION 1. That §382-11.1 Golf carts and low-speed vehicles., is amended as follows:

It shall be unlawful for any person to operate a golf cart upon any street or highway within the corporate limits, or upon any public land owned by the municipality, except as follows and under the following terms:

A. As used in this article, the following terms shall have the meanings indicated:

Golf Cart: means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes.

Low-Speed Vehicle: a four-wheeled motor vehicle whose speed attainable in one mile is more than twenty miles per hour and not more than twenty-five miles per hour on a paved, level surface, (b) whose gross vehicle weight rating is less than three thousand pounds, and that complies with 49 C.F.R. part 571, as such part existed on January 1, 2022, or a three-wheeled motor vehicle whose maximum speed attainable is not more than twenty-five miles per hour on a paved, level surface, whose gross vehicle weight rating is less than three thousand pounds, and which is equipped with a windshield and an occupant protection system. A motorcycle with a sidecar attached is not a low-speed vehicle.

AB. The operator of a golf cart or low-speed vehicle shall have a valid Class O operator's license issued by the State of Nebraska and provide proof of liability insurance coverage, which shall be subject to limits exclusive of interest and costs, as follows: \$25,000.00 because of bodily injury to or death of one person in any one accident and, subject to such limit for one person, \$50,000.00 because of bodily injury to or death of two or more persons in any one accident, and \$25,000.00 because of injury to or destruction of property of others in any one accident; additionally all golf carts and low-speed vehicles shall be registered each calendar year with the City of Seward in the name of the liability insurance holder and proof of insurance shall be presented at the time of registration, a sticker shall be issued that is displayed on the front of the golf cart or low-speed vehicle; when operating a golf cart or low-speed vehicle, the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag

shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color.

~~B. The operator shall drive the golf cart only for the purpose of traveling to and from a golf course located within the corporate limits of the City and must use the most direct route to and from the location where the golf cart is garaged or otherwise stored by its owner;~~

~~C. A golf cart or low-speed vehicle may only be operated when such operation occurs between the hours of sunrise and sunset, on streets with a posted speed limit of thirty-five miles per hour or less, and such golf car shall not be operated at a speed in excess of twenty miles per hour. unless equipped with both operable headlights and tail lights designed or authorized by the original manufacturer;~~

~~DC. Except for crossing: Aa golf cart or low-speed vehicle may not be driven on Highway 34 (Main Street), or Highway 15 (6th Street); nor shall a golf cart or low-speed vehicle be driven on the roadways of Pinewood Avenue, East Pinewood Avenue, Hillcrest Drive, East Hillcrest Drive, North Columbia Avenue, or Waverly Road, except to leave or enter a specific location on cross said said roadwayhighways; Highway 15 may only be crossed at the intersection of North Avenue and Highway 15; and in the case of crossing, such crossing will be made at an angle of approximately ninety degrees to the direction of the highway or road and at a place where no obstruction prevents a quick and safe crossing; such golf cart or low-speed vehicle shall be brought to a complete stop before crossing the shoulder or roadway of the road or highway; the operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and in crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road, as applicable.~~

~~E. The operator must obtain an annual permit from the Seward Community Golf Course to operate a golf cart on the City streets.~~

~~F. On July 4th, between the hours of sunrise and sunset, any person with a valid Class O operator's license issued by the State of Nebraska and holding the proper liability insurance coverages outlined within this section, may operate a golf cart on any street within the corporate limits, and a golf cart may not be driven on Highway 34 or Highway 15, except to cross said highways. No permit shall be required on July 4th.~~

~~G. In addition to the general penalty outlined in Code Section 1-3.1, a violation of this section shall result in the revocation of any permit issued, and such person found to be in violation shall not be issued a new permit for a period of one year.~~

SECTION 2. That §382-10.2 Operation of all-terrain vehicles or utility-type vehicles, is amended as follows:

A. An all-terrain vehicle or a utility-type vehicle may be operated when such operation occurs only between the hours of sunrise and sunset. Any person operating an all-terrain vehicle or a utility-type vehicle shall have a valid Class O operator's license or a farm permit as provided in Neb. RS 60-4, 126, shall have liability insurance coverage for the all-terrain vehicle or utility-type vehicle while operating the vehicle on a highway, and shall not operate such vehicle at a speed in excess of 30 miles per hour. The person operating the all-terrain vehicle or utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such

proof within five days of such a request. All all-terrain vehicles or utility-type vehicles shall be registered each calendar year with the City of Seward in the name of the liability insurance holder and proof of insurance shall be presented at the time of registration, a sticker shall be issued that is displayed on the front of the all-terrain vehicles or utility-type vehicles. When operating an all-terrain vehicle or a utility-type vehicle, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color.

B. All-terrain vehicles and utility-type vehicles may be operated without complying with Subsection **A** of this section on highways in parades which have been authorized by the State of Nebraska or any department, board, commission, or political subdivision of the state.

SECTION 23. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 34. 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 16th day of August, 2022

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Derek Bargmann
City Clerk

3. Consideration of an Ordinance to Amend City Code 350 'Taxation', Article 2.1 'Occupation Tax', Item I 'Sewer Utilities' - City Administrator Butcher

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 350 OF THE SEWARD MUNICIPAL CODE RELATING TO OCCUPATION TAXES CHARGED FOR SEWER UTILITY OPERATION; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 350, Article II, Section 350-2.1(I), be and hereby is amended to read as follows:

I. Sewer utilities: 0.0% of annual gross revenues from use of its plant and properties within the City of Seward.

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

SECTION 3. This ordinance shall be in force and effect on October 1, 2022 after its passage, approval and publication as required by law.

Passed and approved this _____ day of October, 2022.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

4. Approve Specifications, Plans, and a Cost Estimate for the Karol Kay Boulevard Box Culvert Improvements Project and Authorize the City to Advertise for Bids - City Engineer Oneby

ROADWAY DESIGN DIVISION.

Computer: OMAALEXR

Date: 19-AUG-2022 07:03

File: 08493001c111e.dgn
Scale: 1:200

PROJECT NO.	SHEET NO.
SCHEMMER NO. 08493001	A1

PLANS FOR CONSTRUCTION

KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS

CITY OF SEWARD

THE 2017 ENGLISH EDITION OF THE NEBRASKA
STANDARD SPECIFICATIONS AND THE
SPECIAL PROVISIONS APPLY TO THIS PROJECT.

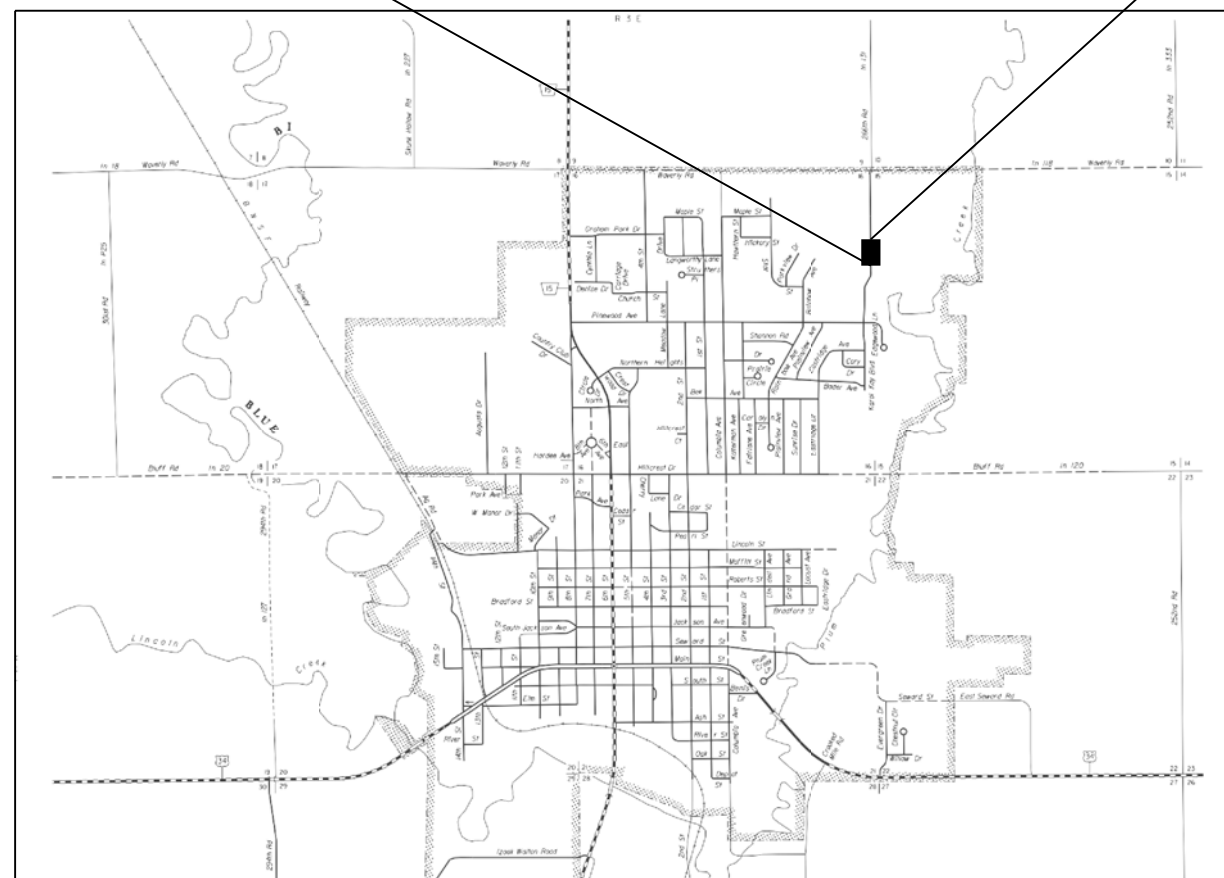
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A1	TITLE SHEET
C1	SUMMARY OF QUANTITIES (FOR INFORMATION ONLY)
F1	HORIZONTAL ALIGNMENT AND CONTROL POINTS
G1-G2	GENERAL INFORMATION
H1	CONSTRUCTION PHASING
J1	CONSTRUCTION/REMOVALS
J2	CULVERT CROSS SECTION
J3	STORM SEWER PROFILE
J4	EROSION CONTROL
S1-S6	SPECIAL PLAN 1C - BOX CULVERT IMPROVEMENTS
U1	SPECIAL PLAN 2C - CONCRETE WASHOUT AND CONSTRUCTION EXIT

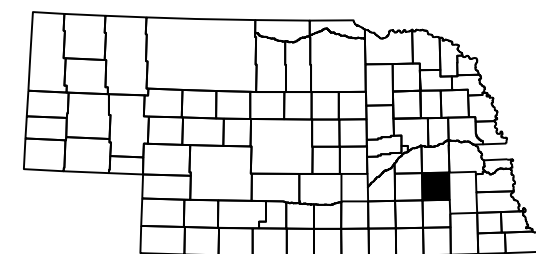
STD. PLAN NO.	DESCRIPTION
301	PAVEMENT DETAILS
411	BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE
425	COLLARS AND ELBOWS FOR CONCRETE PIPE
435	MANHOLE
501	EROSION CONTROL
502	SILT FENCE DETAILS
920	TRAFFIC CONTROL, CONSTRUCTION & MAINTENANCE
924	URBAN TRAFFIC CONTROL PLAN

BEGIN PROJECT
STA. 1+00.00

END PROJECT
STA. 4+14.31



PLANS PREPARED BY:
THE SCHEMMER ASSOCIATES, INC.
333 S. 21ST STREET, SUITE 102
LINCOLN, NE 68510

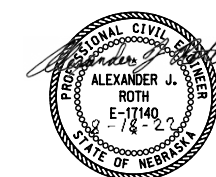


CONVENTIONAL SIGNS

FENCE R.O.W. OR WIRE	
GUARDRAIL	
TRAVELED WAY	
DIKE	
CULVERT	
POWER POLE	
TELEPHONE POLE	
MAILBOX	
RAILROAD TRACKS	
MARSH	
TREE - CONIFEROUS	
TREE - DECIDUOUS	

R.O.W. LEGEND

NEW CONTROLLED ACCESS	
PREVIOUS CONTROLLED ACCESS	
LIMITS OF CONSTRUCTION	
PREVIOUS R.O.W.	
NEW R.O.W.	
EXISTING PERMANENT EASEMENT	
TEMPORARY EASEMENT	
EXCESS TAKING	
PERMANENT EASEMENT	
EXISTING RAILROAD EASEMENT	
NEW RAILROAD PERMANENT EASEMENT	
NEW RAILROAD TEMPORARY EASEMENT	



SEWARD CITY

APPROVED: _____

DATE _____

S U M M A R Y O F Q U A N T I T I E S

(FOR INFORMATION ONLY)

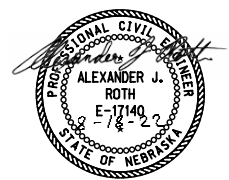
ITEM	QUANTITY	UNITS
TRAFFIC CONTROL	1	LUMP SUM
MOBILIZATION	1	LUMP SUM
GENERAL CLEARING AND GRUBBING	1	LUMP SUM
WATER	5	MGALLONS
CONSTRUCTION STAKING	1	LUMP SUM
EARTHWORK MEASURED IN EMBANKMENT	265	CUBIC YARDS
ROCK RIPRAP, TYPE B	23	TON
GEOTEXTILE FILTER FABRIC	150	SQUARE YARDS
SAWING PAVEMENT	16	LINEAL FEET
REMOVE WALK	63	SQUARE YARDS
REMOVE FENCE	172	LINEAL FEET
STABILIZED CONSTRUCTION EXIT	1	EACH
CONCRETE CLASS 47B-3000 SIDEWALK	63	SQUARE YARDS
BUILD 84" MANHOLE	1	EACH
REMOVE FLARED END SECTION	1	EACH
REMOVE SEWER PIPE	3	LINEAL FEET
PREPARATION OF STRUCTURE	1	EACH
EXCAVATION FOR BOX CULVERTS	164	CUBIC YARDS
CLASS 47B-4000 CONCRETE FOR CONCRETE COLLARS	1.16	CUBIC YARDS
REINFORCING STEEL FOR BOX CULVERT	10,077	LBS
REINFORCING STEEL FOR COLLARS	68	LBS
CLASS 47BD-4000 CONCRETE FOR BOX CULVERT	39.8	CUBIC YARDS
STEEL SHEET PILING	100	SQUARE FEET
BUILD ORNAMENTAL FENCE, TYPE 2	168	LINEAL FEET
REMOVE AND REINSTALL SIGN	1	EACH
CRUSHED ROCK FOR BASE COURSE	40	TON
EROSION CONTROL, CLASS 1D	670	SQUARE YARDS
FABRIC SILT FENCE 'LOW POROSITY'	126	LINEAL FEET
48" STORM SEWER PIPE, TYPE 2	10	LINEAL FEET
48" STORM SEWER PIPE, TYPE 2, ROUND EQUIVALENT (R.E.)	30	LINEAL FEET
TEMPORARY FENCE	115	LINEAL FEET

ROADWAY DESIGN DIVISION.

Computer: OMAALEXR

Date: 19-AUG-2022 07:03

File: 08493001c01.dgn
Scale: 1:40



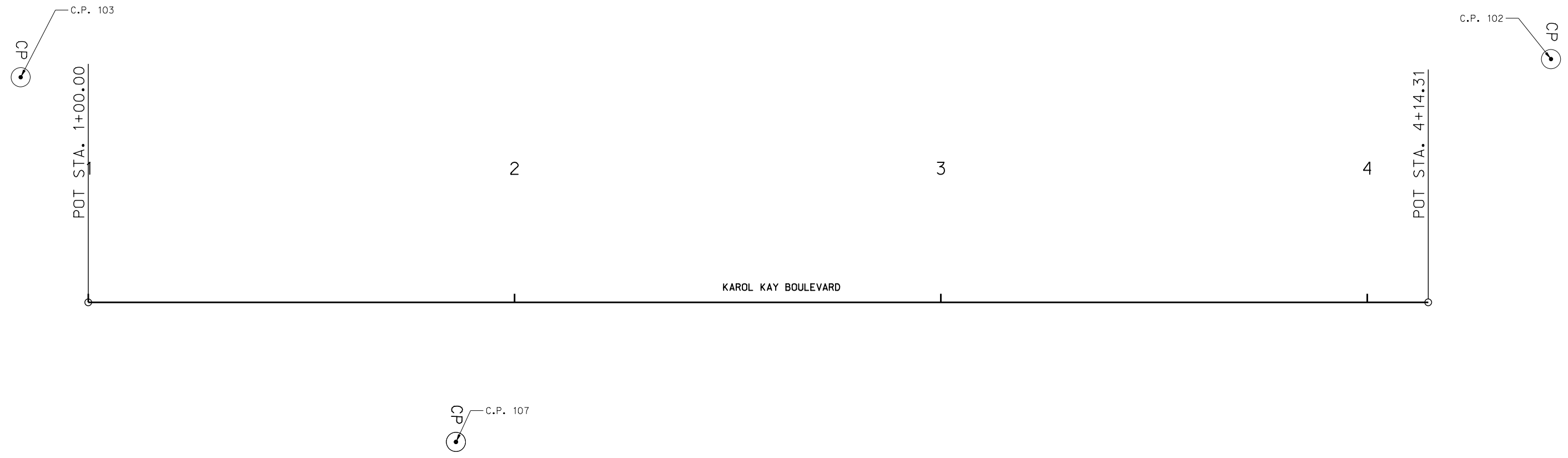
Beginning chain BASELINE description

Point 10	N	411,634.6570 E	2,447,095.3510 Sta	1+00.00
Course from 10 to 11 N 1° 57' 34.10" W Dist 314.3078				
Point 11	N	411,948.7810 E	2,447,084.6040 Sta	4+14.31

Ending chain BASELINE description

CONTROL POINT DATA			
Control Point	X	Y	Z
CP 100	2447160.7770	412090.8910	1452.259
CP 102	2447026.6690	411975.6420	1456.212
CP 103	2447043.1870	411617.0270	1460.090
CP 106	2447204.7770	411913.7740	1451.823
CP 107	2447125.0960	411721.9900	1458.638
CP 193	2447288.9300	411673.7820	1450.126

GEOPAK ALIGNMENT INFORMATION		
ALIGNMENT	CHAIN	PROFILE
KAROL KAY BOULEVARD	BASELINE	-

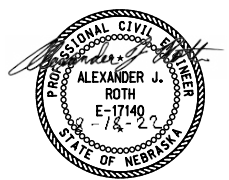


ROADWAY DESIGN DIVISION.

Computer: OMAALEXR

Date: 19-AUG-2022 07:03

File: 08493001ch01.dgn
Scale: 1:25



HORIZONTAL ALIGNMENT & CONTROL

GENERAL INFORMATION

LEGEND

- G --- GAS LINE
- E --- ELECTRICAL SERVICE
- P --- POWER LINE
- OP --- OVERHEAD POWER LINE
- SAN --- SANITARY SEWER
- SS --- STORM SEWER
- T --- TELEPHONE LINE
- FO --- FIBER OPTIC TELE. LINE
- OT --- OVERHEAD TELEPHONE LINE
- TV --- CABLE TV LINE
- OTV --- OVERHEAD CABLE TV LINE
- W --- WATER LINE
- O --- FENCE - CHAIN LINK
- X --- FENCE - R.O.W. OR WIRE
- □ --- FENCE - WOOD
- --- FLOWLINE
- --- CENTER LINE DRIVE
- ⊕ BENCH MARK
- ⊙ CENTER PIVOT
- ⊙ CONTROL POINT
- XXXXXXXXX DIKE
- ⊙ GAS METER
- ⊗ GAS VALVE
- ⊕ GRID TICK
- GUARDRAIL
- GUARD POST
- GUY POLE
- GUY WIRE
- ☀ OR ☀ LIGHT POLE
- ☐ MAILBOX
- ⊙ MANHOLE
- ⊕ MARSH
- ☐ OIL WELL
- ⊕ PHOTO CODE POINT
- ⊕ POWER BOX
- ⊕ POWER POLE
- ⊕ POWER PULL BOX
- ⊕ PROPANE TANK
- ⊕ R.O.W. MARKER
- ⊕ ADVANCED R.R. WARNING SIGN
- ⊕ RAILROAD WARNING
- ⊕ RAILROAD TRACKS
- ⊕ RETAINING WALL
- ⊕ SATELLITE DISH
- ⊕ SIGN
- ⊕ TRAFFIC SIGNAL
- ⊕ TRAFFIC SIGNAL/ST. LIGHT
- ⊕ TELEPHONE BOX
- ⊕ TELE. FIBER OPTICS BOX
- ⊕ TELEPHONE PULL BOX
- ⊕ TELEPHONE POLE
- ⊕ TELEVISION BOX
- ⊕ TREE - CONIFEROUS
- ⊕ TREE - DECIDUOUS
- ⊕ TREE STUMP
- ⊕ WATER (FIRE) HYDRANT
- ⊕ WATER VALVE
- ⊕ WATER METER
- ⊕ WELL
- ⊕ WINDMILL

EARTHWORK QUANTITIES			
STATION	TO	STATION	
1+00.00	-	4+14.31	
TOTAL		164	265

QUANTITIES OF EARTHWORK DO NOT INCLUDE AND ADJUSTMENT FACTOR.

NOTES

The location of all aerial and underground utility facilities may not be indicated in these plans. Underground utilities, whether indicated or not will be located and flagged by the utilities at the request of the contractor. Utilities are located within the project area. Any utility relocation will be at the contractors expense. Nebraska One Call will be utilized.

No excavation will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be accomplished with extreme care in order to avoid any possibility of damage to the utility facility.

The location of the 4" sanitary force main shown on the plans is approximate. The Contractor shall locate the sanitary force main prior to construction. Relocation of force main by Others (separate contract).

The Contractor shall seed all areas disturbed by grading or construction operations, unless otherwise noted, with Type "B" seed mix.

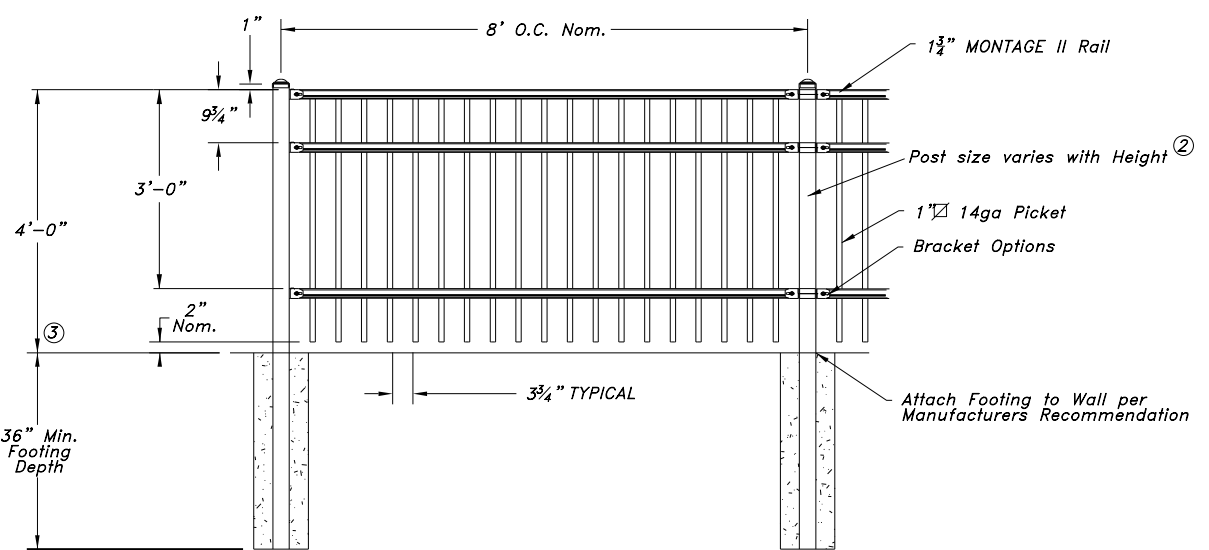
The Contractor will be required to furnish Borrow on this Project.

All existing structures shall be removed by the Contractor. The structures will become their property and removed from the site.

The Contractor will not be allowed to dispose of Trees, Stumps, Logs, Down Timber, Shrubs, Brush, Weeds or other Herbaceous Material resulting from Clearing and Grubbing Operations on the Project Right-of-Way or Easements.

The Contractor shall remove and dispose of broken concrete riprap offsite that is in conflict with construction.

Temporary Fence shall be a minimum of 48" in height. The fencing may be wire/lath construction or synthetic fabric (similar to snow fencing) provided it is free of breaks and breaches. The fencing shall be secured to steel posts at a maximum spacing of 8 feet. Temporary Fence shall be installed prior to construction and shall be removed after all work has been completed.

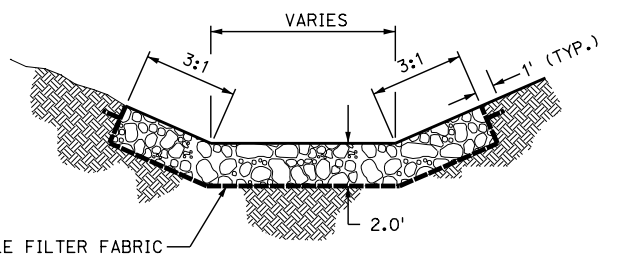


- NOTES:**
1. ORNAMENTAL STEEL FENCE SHALL BE AMERISTAR MONTAGE II MAJESTIC, 3-RAIL, ITEM NUMBER 2HMB30468 OR APPROVED EQUIVALENT.
 2. POST SIZE DEPENDS ON FENCE HEIGHT AND WIND LOADS. SEE MONTAGE II SPECIFICATIONS FOR POST SIZING CHART AND DIMENSIONS.
 3. STANDARD BOTTOM.
 4. FENCE PANELS SHALL BE RAKED TO CONFORM TO FINISHED GRADE.

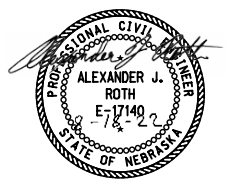
NOTE:
REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION RELATED TO THE ORNAMENTAL STEEL FENCE.

**TYPE 2 FENCE
ORNAMENTAL STEEL DETAIL**
NOT TO SCALE

CULVERT PIPE LEGEND		
TYPE		DESCRIPTION
1	RCSP	Reinforced Concrete Sewer Pipe
2	RCP	Reinforced Concrete Pipe
3	GCCMP	Galvanized (zinc) Coated Corrugated Metal Pipe
4	ACCOMP	Aluminum Coated Corrugated Metal Pipe
5	PCCMP	Polymer Coated Corrugated Metal Pipe
6	HDPE-CI	High Density Polyethylene (corrugated Interior)
7	HDPE-SI	High Density Polyethylene (smooth Interior)
8	PVC	Polyvinyl Chloride Pipe



ROCK RIPRAP, TYPE B INSTALLATION DETAIL



ROADWAY DESIGN DIVISION.

Computer: OMAALEXR

Date: 19-AUG-2022 07:03

File: 08493001cn01.dgn
Scale: 1:200

G E N E R A L I N F O R M A T I O N

COMPACTION REQUIREMENTS

The following compaction requirements are recommended for the plans.

COMPACTION REQUIREMENTS

Class III (See Specifications)

	SOIL TYPE	DEPTH BELOW FINISH SUBGRADE	PERCENT DENSITY	MOISTURE REQUIREMENTS	
				MINIMUM	MAXIMUM
Embankment / Roadway Grading, including driveways, to receive concrete pavement	Silt-Clay	Upper 3 feet	98 Min.	Opt. -3%	Opt. +2%
	Silt-Clay	At depths greater than 3 feet	95 Min.	Opt. -3%	Opt. +2%
	Granular	All depths	100 Min.	**	**
Embankment / Roadway Grading, including driveways, to receive flexible pavement	Silt-Clay	Upper 3 feet	100 Min.	Opt. -2%	Opt. +1%
	Silt-Clay	At depths greater than 3 feet	95 Min.	Opt. -3%	Opt. +2%
	Granular	All depths	100 Min.	**	**
Embankment / Roadway Grading to receive gravel surfacing / crushed rock embedment	All	All depths	95 Min.	**	**
Embankment / Roadway Grading not to be surfaced	All	All depths	95 Min.	Opt. -3%	Opt. +2%
Subgrade Preparation, Shoulder Subgrade Preparation (Concrete Pavement)	Silt-Clay	The upper 6 inches of subgrade soil	98 Min.	Opt. -3%	Opt. +2%
	Granular	The upper 6 inches of subgrade soil	100 Min.	**	**
Subgrade Preparation, Shoulder Subgrade Preparation (Flexible Pavement)	Silt-Clay	The upper 6 inches of subgrade soil	100 Min.	Opt. -2%	Opt. +1%
	Granular	The upper 6 inches of subgrade soil	100 Min.	**	**
Embankment of driveways which are not to be surfaced	All	All depths	Class I	(See Specifications)	
Bituminous Pavement Patching	All	Underlying Material	100 Min.	(See Specifications)	
Foundation Course / Subgrade Stabilization	--	--	100 Min.	(See Specifications)	
Granular Structural Fill (MSE Walls, Granular Fill for bridges, Culverts, etc)	Granular	All depths	100 Min.	Opt. -3%	Opt. +3%

** Moisture as necessary to obtain density.

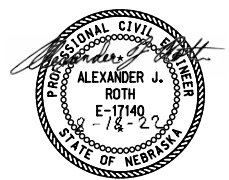
(A moisture target value at maximum density shall be established in the field by the Contractor during the compaction process. The acceptable moisture content shall be $\pm 2\%$ of the target value.)

ROADWAY DESIGN DIVISION.

Computer: OMAALEXP

Date: 19-AUG-2022 07:03

File: 08493001cn02.dgn
Scale: 1:200



ROADWAY DESIGN DIVISION.

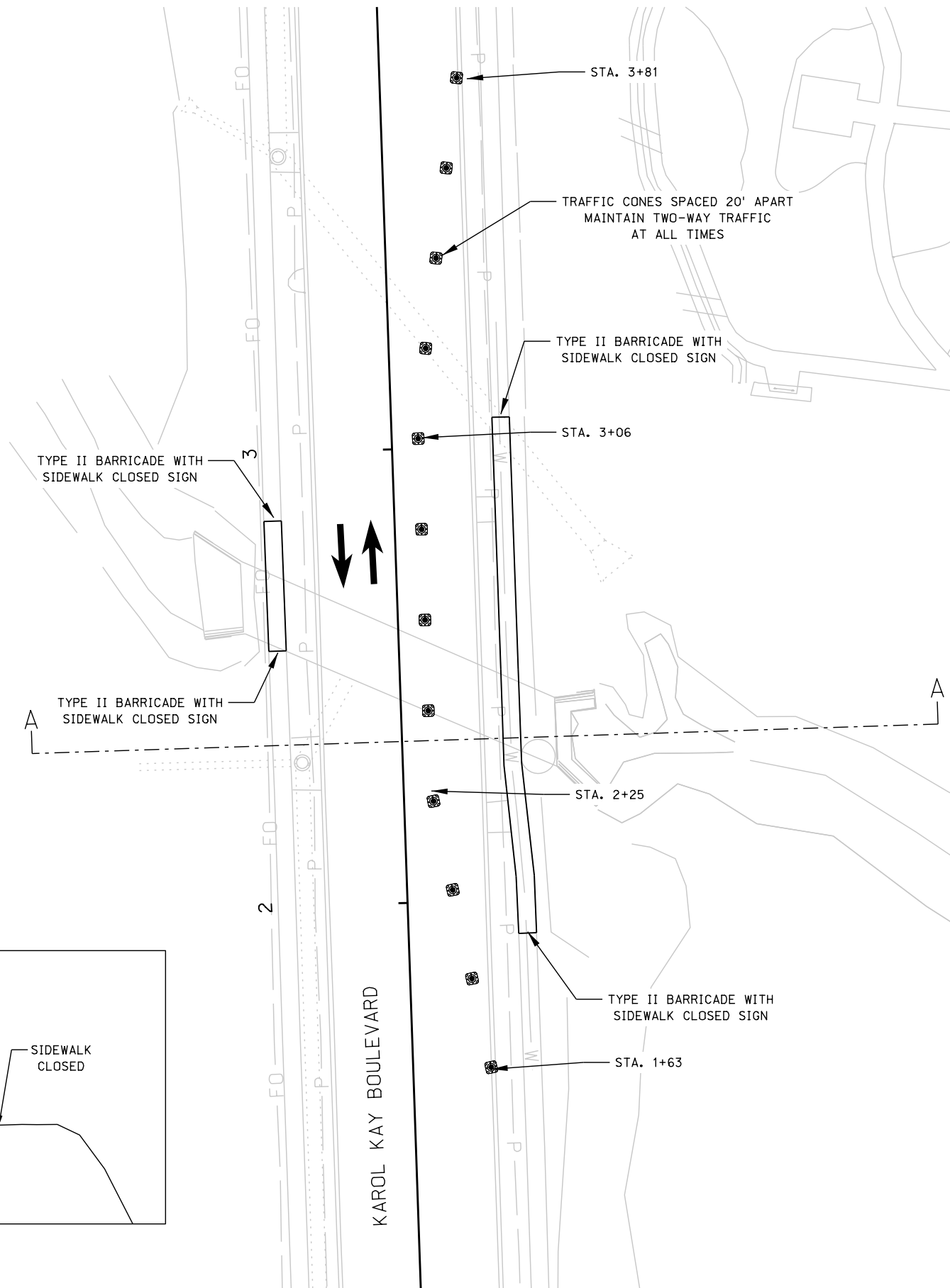
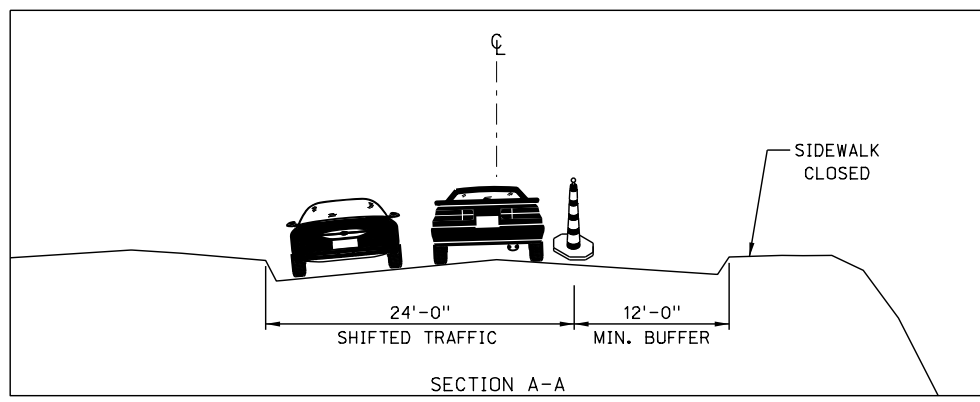
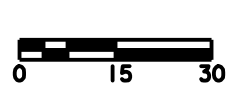
GENERAL NOTES

EITHER THE EAST OR WEST SIDEWALK MUST REMAIN OPEN AT ALL TIMES.

CONTRACTOR TO PLACE ADVANCE SIDEWALK CLOSED SIGN AT THE NEAREST SIDEWALK DETOUR ROUTE APPROACHING THE SIDEWALK CONSTRUCTION.

CONTRACTOR MAY TEMPORARILY REMOVE ON-STREET PARKING ALONG KAROL KAY BOULEVARD WITHIN THE CONSTRUCTION WORK ZONE.

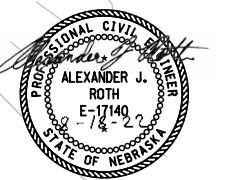
ALL CONSTRUCTION ACCESS SHALL BE FROM KAROL KAY BOULEVARD AND NOT FROM ADJACENT SCHOOL PROPERTY OR PARKLAND.



Computer: OMAALEXR

Date: 19-AUG-2022 07:03

File: 08493001cphase01.dgn
Scale: 1:30



CONSTRUCTION PHASING

ROADWAY DESIGN DIVISION.

Computer: OMAALEXPR

Date: 19-AUG-2022 07:03

File: 08493001ccr01.dgn Scale: 1:20

REMOVE FENCE			
STATION	TO	STATION	LIN. FT.
1+92.48	-	3+06.26	124
2+53.36	-	2+87.79	48

REMOVE WALK			
STATION	TO	STATION	SQ. YDS.
1+92.44	-	3+06.32	50
2+56.43	-	2+85.06	13

REMOVE SEWER PIPE			
STATION	TO	STATION	LENGTH
2+72, 48.58'	RT. -	2+78.48, 43.61'	48" RCP 3'

REMOVE FLARED END SECTION	
STATION	SIZE
2+72, 48.58' RT.	48"

SAWING PAVEMENT			
STATION	TO	STATION	LIN. FT.
1+92.44			4
2+56.43			4
2+85.06			4
3+06.32			4

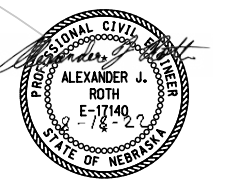
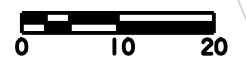
BUILD ORNAMENTAL FENCE, TYPE 2 SEE SHEET G			
STATION	TO	STATION	LIN. FT.
2+50.27	-	2+94.86	48
1+86.23	-	3+06.26	120

BUILD CONCRETE SIDEWALK, PLAN 301				
STATION	TO	STATION	WIDTH	SQ. YDS.
1+92.44	-	3+06.32	4'	50
2+56.43	-	2+85.06	4'	13

BUILD MANHOLE, PLAN 435							
NO.	STATION	SIDE	FRAME	FLANGE	RING	COVER TYPE	DIAMETER
1	2+71.28	49.13' RT.	III	-	III	A	84"

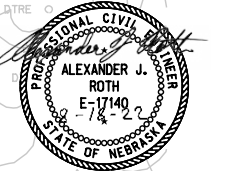
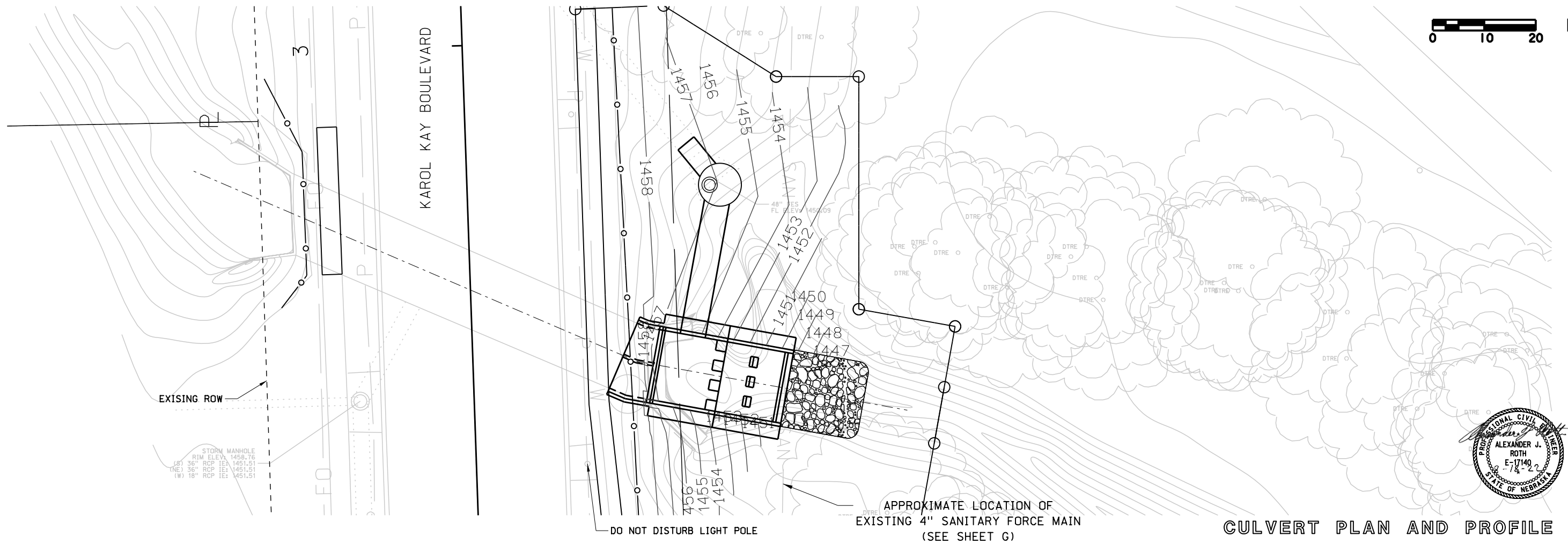
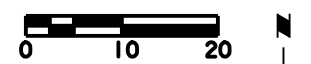
EXTEND CONCRETE BOX CULVERT, SPECIAL PLAN 1C		
STATION	DESCRIPTION	EXC. (CU. YDS.)
2+52 RT.	D.A.=164 Ac., Q50=460 cfs, H.W.=6.0' REMOVE ENDWALL ON RT. & 5'-3" OF BARREL. EXTEND 6'-9", 1-13° BEND W/DROP BASIN ON OUTLET. Special Plan 1C. Fill=3'.	164

BUILD STORM SEWER PIPE		
NO.	STATION	DESCRIPTION
1	2+42 RT - 2+71.28 RT	48" R.E. x 29'-9", Type 2, Round Equivalent w/Inlet In Manhole & Outlet In Concrete Box Culvert. Plan 411. Fill= 3'.
2	2+71.28 RT. - 2+78 RT.	48" x 10', Type 2 w/Outlet In Manhole. 1-Conc. Collar. Plans 411 & 425. Fill = 3'.



CONSTRUCTION AND REMOVAL

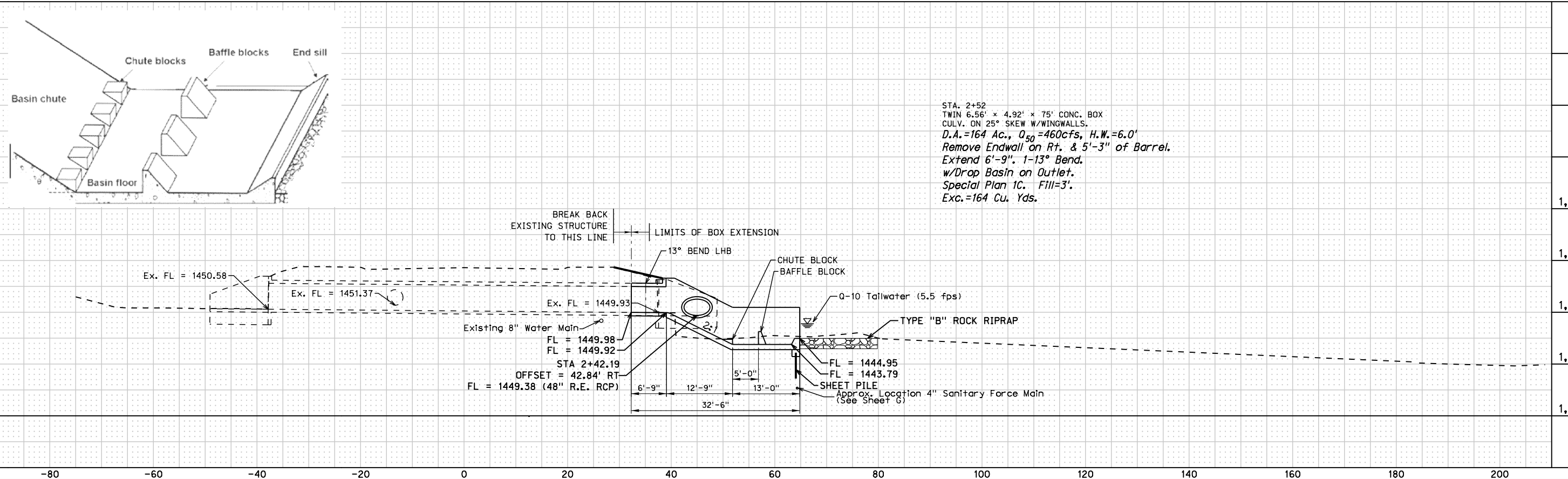
ROADWAY DESIGN DIVISION.



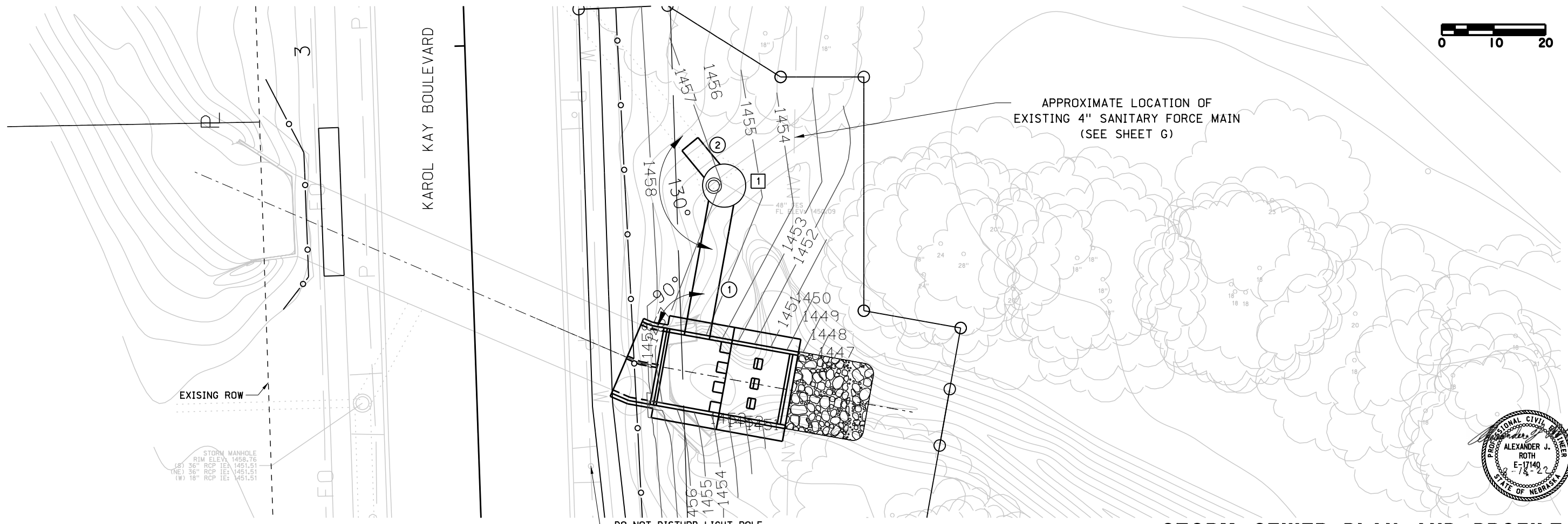
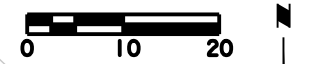
Computer: OMAALEXR

Date: 19-AUG-2022 07:03

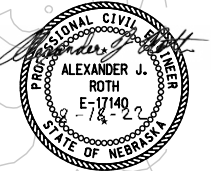
File: 08493001cd01.dgn
Scale: 1:20



ROADWAY DESIGN DIVISION.



STORM MANHOLE
RIM ELEV. 1458.76
(S) 36" RCP IE# 1451.91
(NE) 36" RCP IE# 1451.91
(W) 18" RCP IE# 1451.91



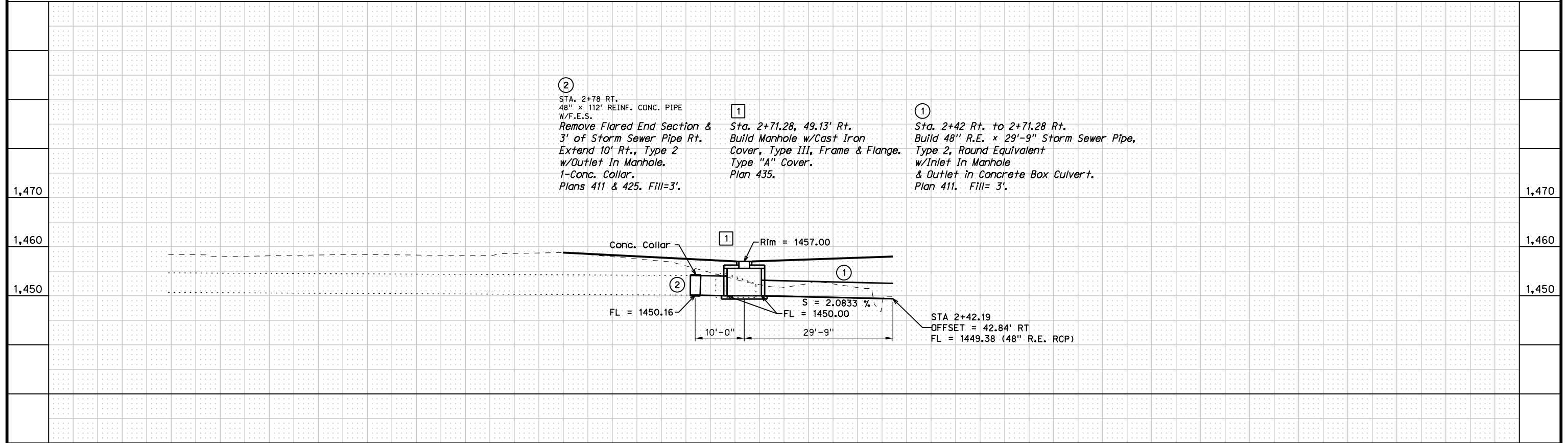
STORM SEWER PLAN AND PROFILE

Computer: OMAALEXP

Date: 19-AUG-2022 07:03

File: 08493001cd02.dgn
Scale: 1:20

- ② STA. 2+78 RT.
48" x 112' REINF. CONC. PIPE
W/F.E.S.
Remove Flared End Section &
3' of Storm Sewer Pipe Rt.
Extend 10' Rt., Type 2
w/Outlet In Manhole.
1-Conc. Collar.
Plans 411 & 425. Fill=3'.
- ① Sta. 2+71.28, 49.13' Rt.
Build Manhole w/Cast Iron
Cover, Type III, Frame & Flange.
Type "A" Cover.
Plan 435.
- ① Sta. 2+42 Rt. to 2+71.28 Rt.
Build 48" R.E. x 29'-9" Storm Sewer Pipe,
Type 2, Round Equivalent
w/Inlet In Manhole
& Outlet in Concrete Box Culvert.
Plan 411. Fill= 3'.



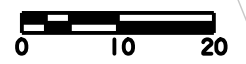
ROADWAY DESIGN DIVISION.

— x — BUILD FABRIC SILT FENCE—LOW POROSITY, PLAN 502				
STATION	TO STATION	SIDE	DESCRIPTION	LIN. FT.
1+92.61	- 2+23.94	RT	TOE OF FORESLOPE, SOUTH SIDE OF CHANNEL	39
2+38.89	- 3+03.94	RT	TOE OF FORESLOPE, NORTH SIDE OF CHANNEL	88

/ 1D / BUILD EROSION CONTROL—CLASS 1D, PLAN 501					
STATION	TO STATION	SIDE	DESCRIPTION	WIDTH	SO. YDS.
1+86.23	- 3+06.32	RT/LT	ALL DISTURBED AREA	VARIES	670

[RIPRAP] BUILD ROCK RIPRAP SEE SHEET G			
STATION	SIDE	TYPE	TONS
2+52	RT.	'B'	23

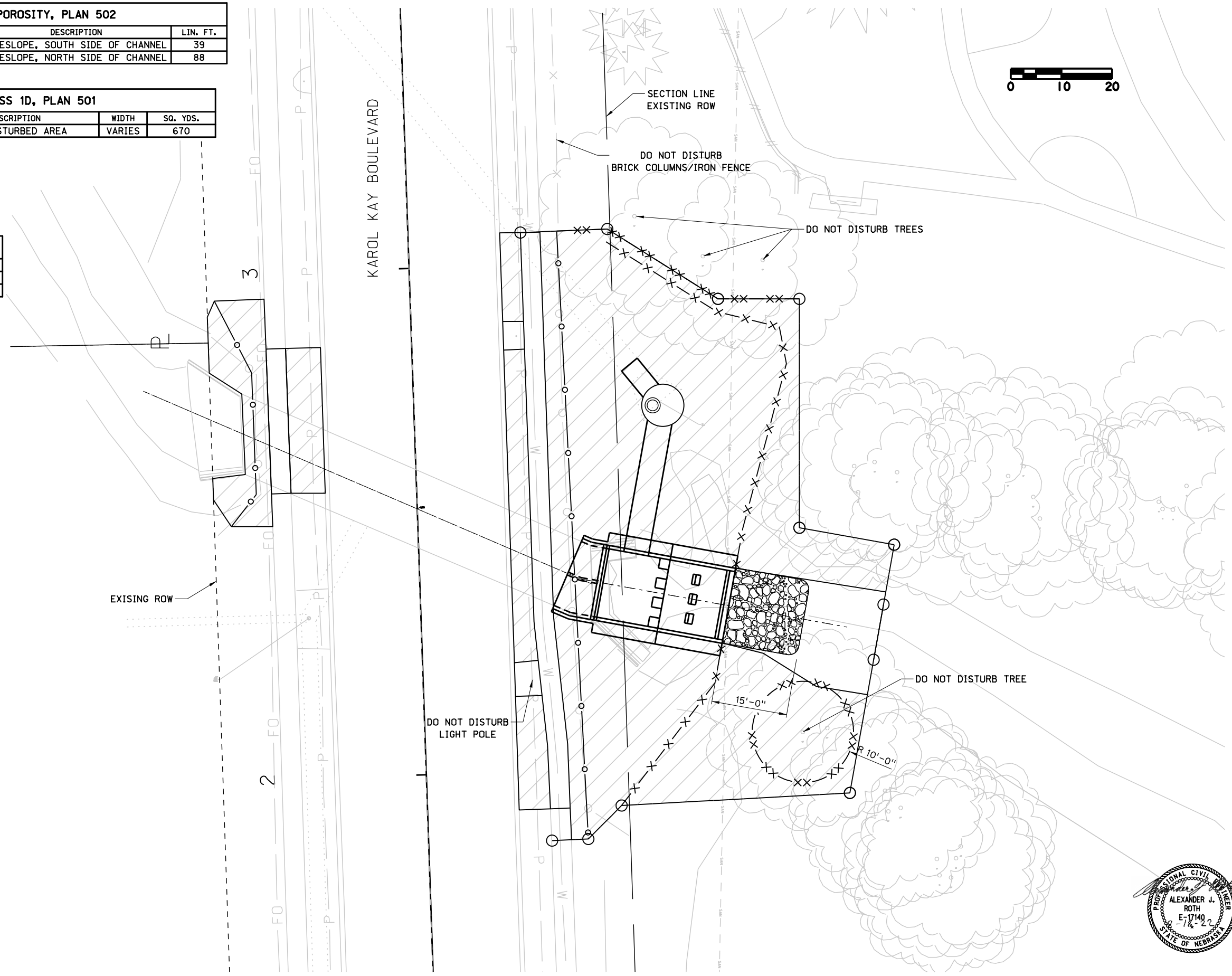
— xx — TEMPORARY FENCE SEE SHEET G		
STATION	SIDE	LIN. FT.
2+05.91	74.56' RT.	63
2+91 - 3+06	RT.	52



Computer: OMAALEXR

Date: 19-AUG-2022 07:03

File: 08493001cx01.dgn
Scale: 1/20



EROSION CONTROL

GENERAL NOTES:

This structure is an extension of the existing culvert, dated 1997. Plans are available upon request. The extension interior wall thicknesses utilize the design of the original plans.

This extension, new wings, and apron are designed in accordance with the AASHTO LRFD Bridge Design Specifications, 9th Edition.

This structure has been designed for 3 feet of fill.

All concrete shall be class 47BD-4000.

All reinforcing shall conform to the requirements of ASTM designation A615/A615M, Grade 60 steel. All reinforcing shall be epoxy coated.

The minimum clearance, measured from the face of the concrete to the surface of any reinforcing bar, shall be 2", except where otherwise noted.

Any construction joints not shown on the plans shall require approval by the Engineer prior to construction of the element.

Burn or drill holes through sheet pile as necessary to pass reinforcing bars.

12" crushed rock base and filter fabric not shown for clarity in plan details. See Miscellaneous Details sheet for placement of crushed rock base and filter fabric.

Backfilling shall not be started against any structure until the concrete develops a compressive strength of at least 2100 psi.

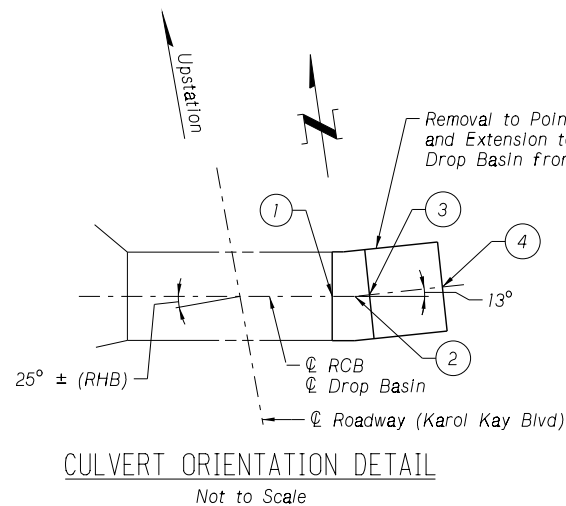
Depth of backfill on opposing wings shall not differ by more than 2'-0" during placement of backfill.

The culvert extension opening, walls, and chamfers are intended to match the existing dimensions. The contractor shall field verify compatibility of existing culvert with plan details and dimensions and note any discrepancies to the Engineer prior to ordering of materials.

The existing culvert removals and new construction shall be performed in a manner consistent with phasing indicated on the roadway plans.

Details shown in these plans are generic depictions only. See bar call outs for actual bar numbers, spacings, and configurations. Bars shall be fabricated to fit structure dimensions detailed unless noted otherwise.

Spacing of bars indicated is between bars of the same mark.



CULVERT ORIENTATION DETAIL

Not to Scale

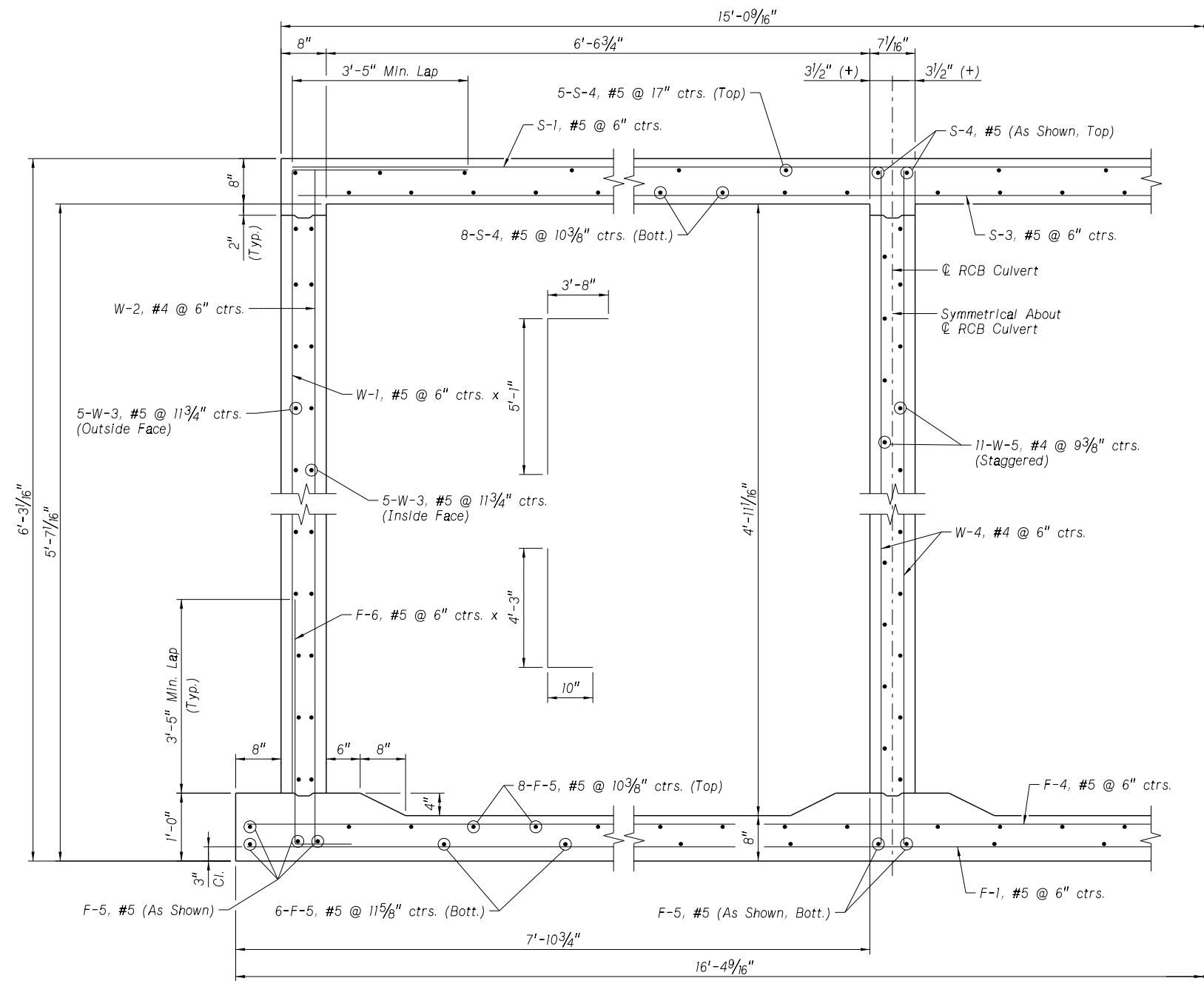
NOTES:
The wings are parallel with ℄ RCB and drop basin.

Removal line at Point 1 shall be perpendicular to ℄ RCB.

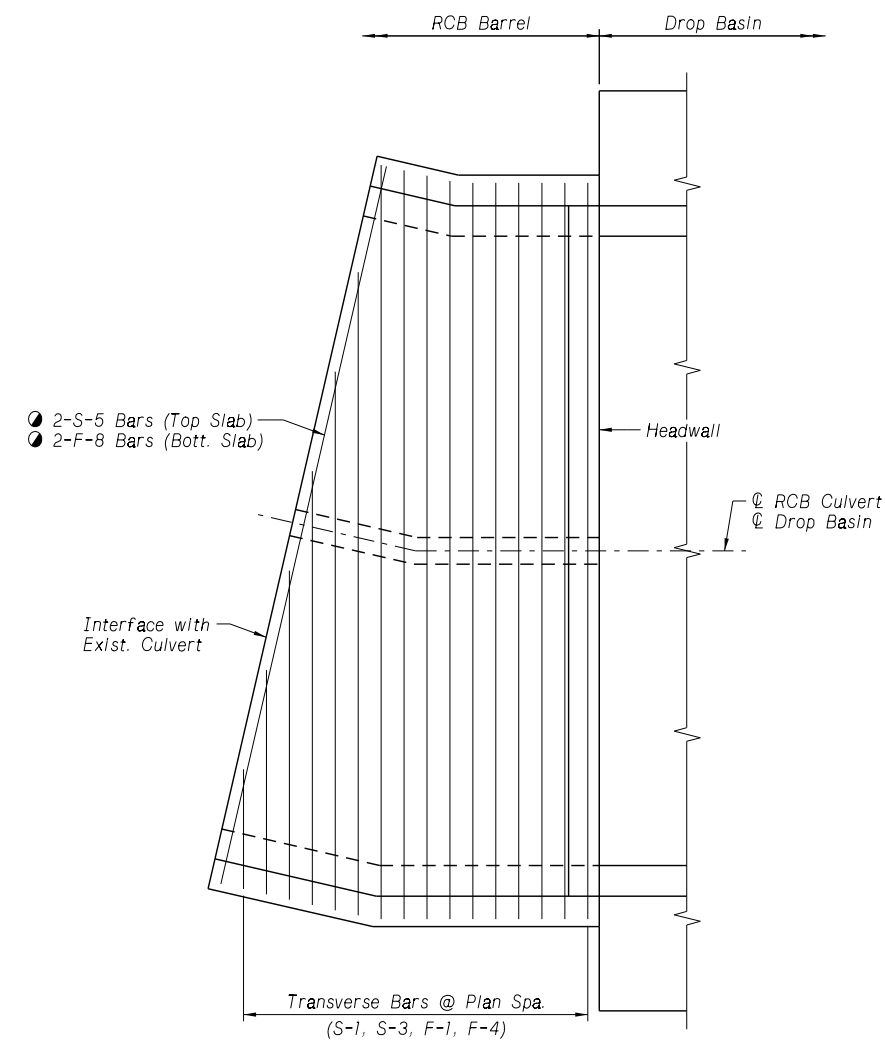
Culvert barrel is skewed as shown with respect to ℄ Roadway (Karol Kay Blvd). The new headwall is perpendicular to ℄ RCB culvert.

The culvert location data is based upon survey of the existing site and structure. The Contractor shall verify location data prior to construction and notify the Engineer of any discrepancies. The intent is for Points 3 and 4 to be maintained, and Points 1 and 2 to be in line with the existing culvert.

CULVERT LOCATION DATA			
POINT	DESCRIPTION	STATION	OFFSET
1	REMOVAL LINE AT ℄ RCB	2+38.75	29.23' RT.
2	KINK POINT AT ℄ RCB	2+37.58	31.72' RT.
3	FRONT FACE OF HEADWALL ℄ RCB	2+36.73	35.63' RT.
4	END OF APRON AT ℄ RCB	2+31.29	60.80' RT.



TYPICAL SECTION
Not to Scale



TRANSVERSE BARREL BAR LAYOUT
Not to Scale

NOTES:
Transverse reinforcing shall be oriented parallel with new headwall.

Bottom slab transverse bars shall be trimmed to fit as necessary or fabricated to the required dimension, except that hooked bar F-6 shall be rotated and flared to fit without trimming.

Top slab transverse bars near the interface with the existing culvert shall be trimmed to fit as necessary or fabricated to the required dimension, except that hooked bar W-1 shall be rotated and flared to fit without trimming.

Other bars in barrel shall be placed to match location of transverse bars shown in detail.

Hooked bars shall maintain 3\"/>

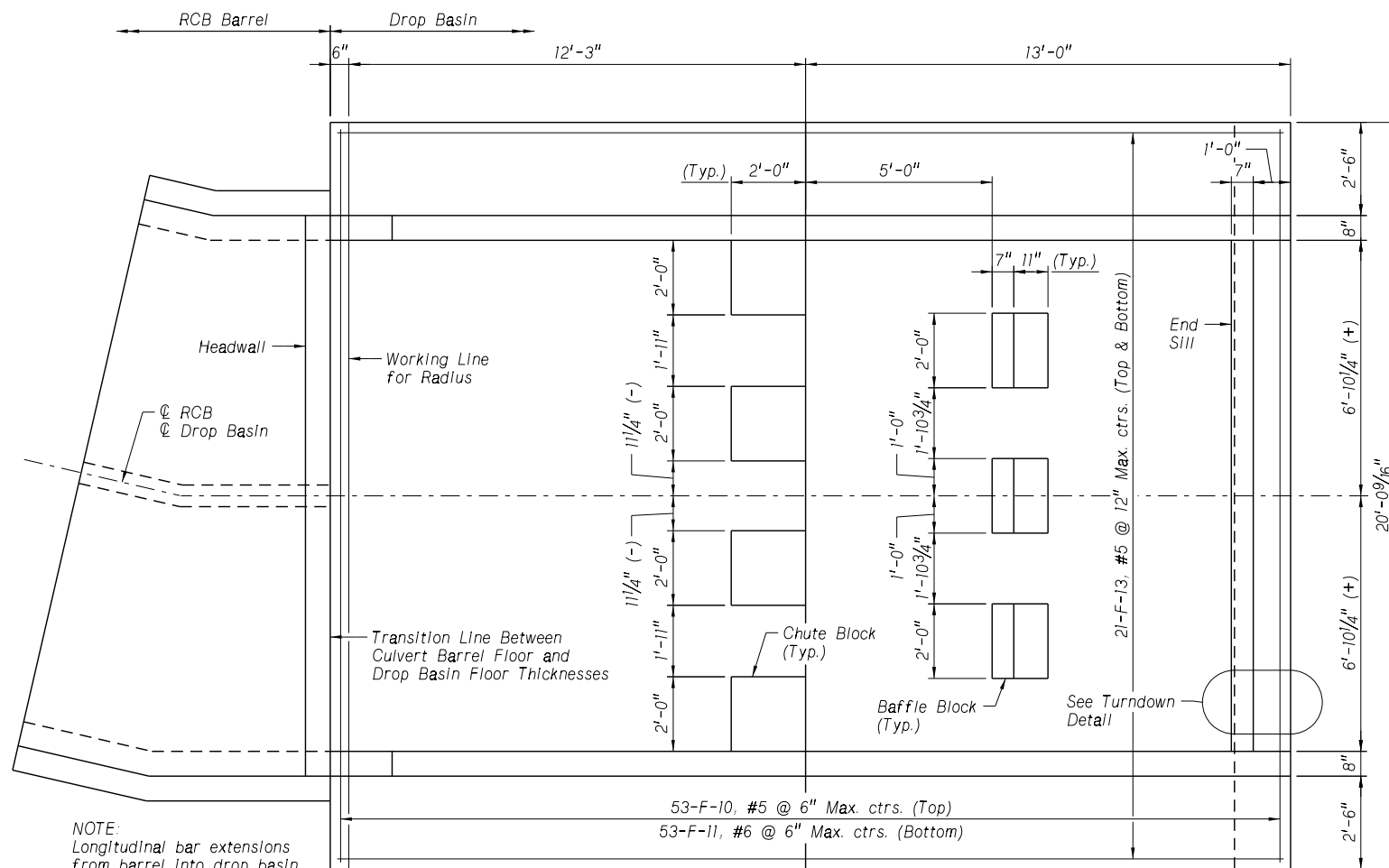
● One each in top and bottom layer of reinforcing.

BRIDGE DIVISION.

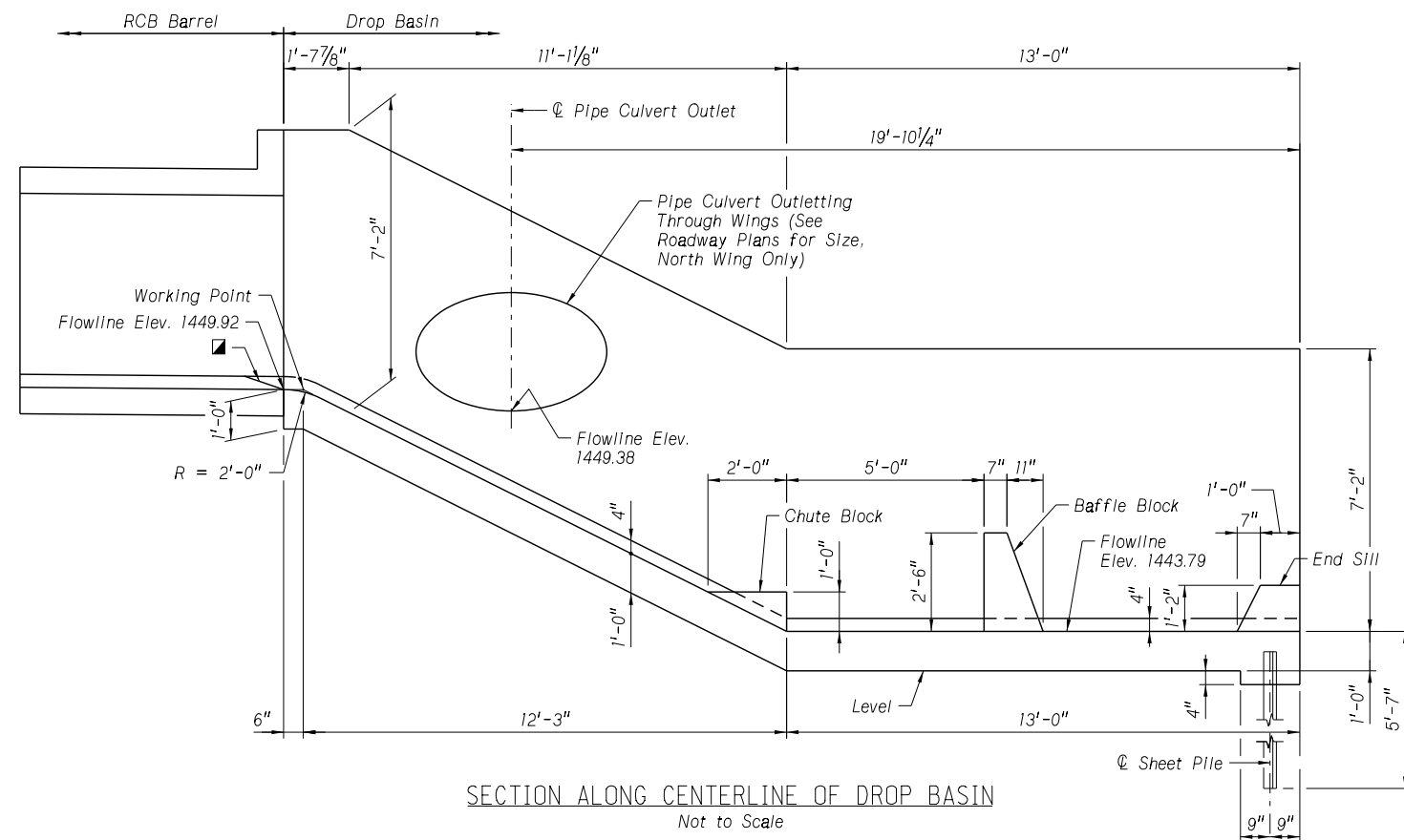
Computer: DMAMATTR

Date: 18-AUG-2022 11:18

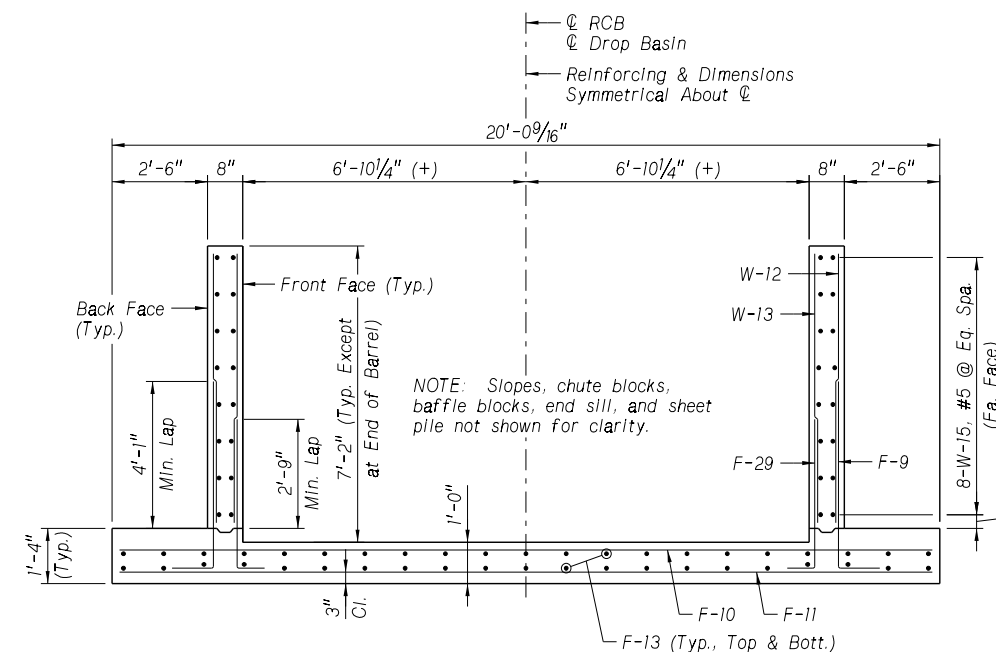
File: 08493brg.dgn



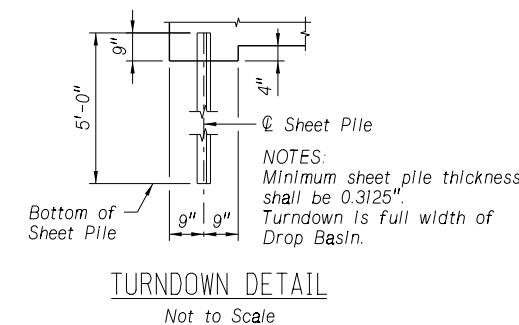
GENERAL PLAN OF DROP BASIN
Not to Scale



SECTION ALONG CENTERLINE OF DROP BASIN
Not to Scale

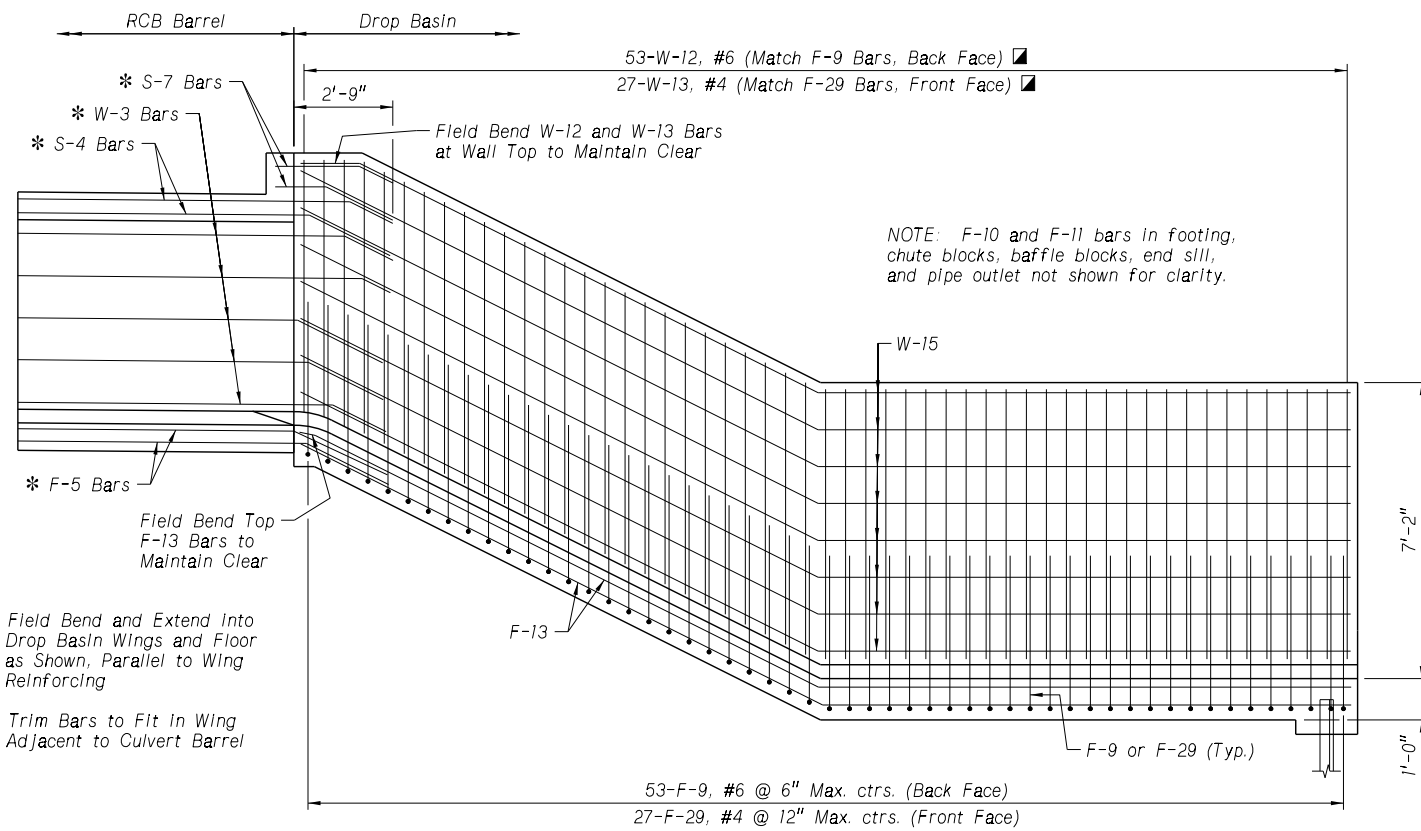


TYPICAL SECTION THROUGH DROP BASIN
Not to Scale

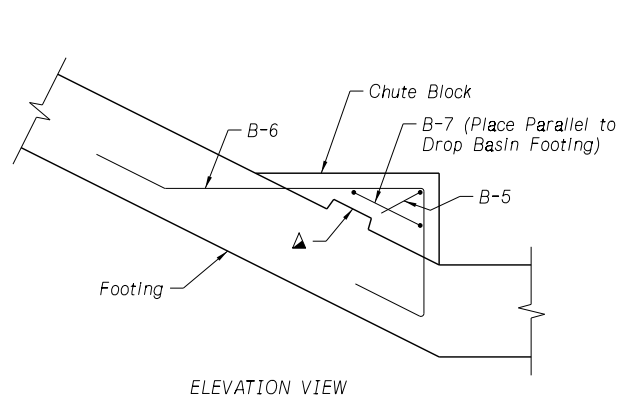


TURNDOWN DETAIL
Not to Scale

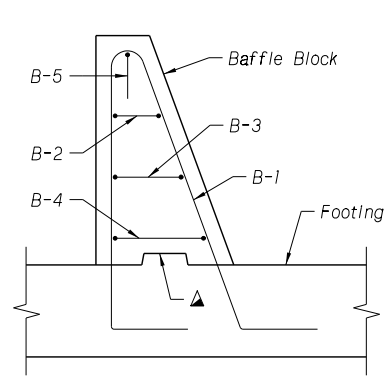
NOTES:
For additional details of rebar layout of Drop Basin wings, chute blocks, baffle blocks, and end sill, see Basin & Wing Details (2 of 2) sheet.
Taper out 4" frost troughs over last 1'-0" of culvert extension (front face only).



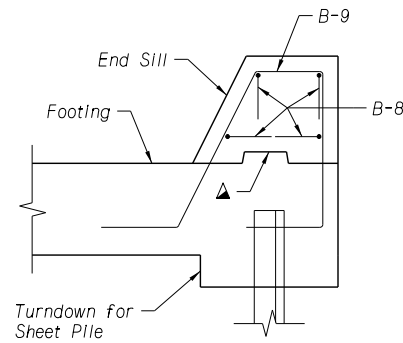
DROP BASIN WING REINFORCING DETAIL
Not to Scale



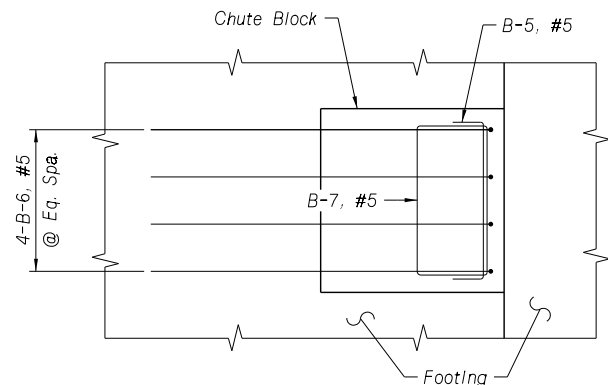
ELEVATION VIEW



ELEVATION VIEW

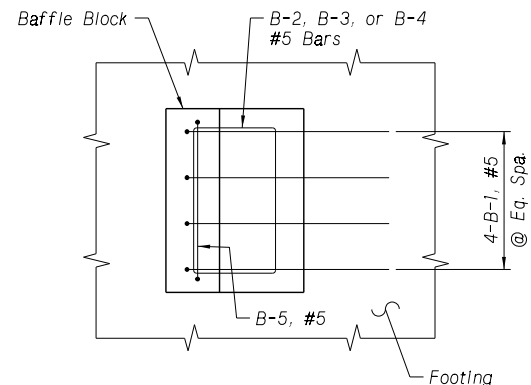


ELEVATION VIEW



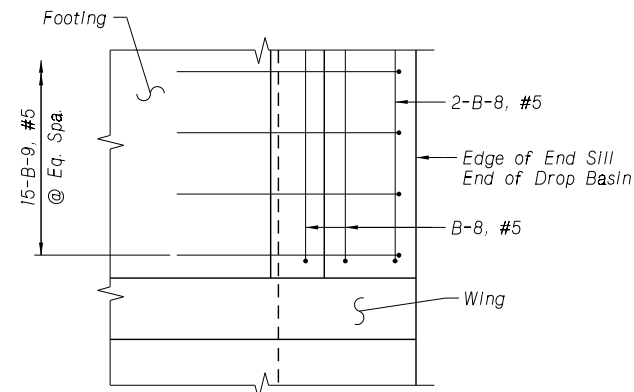
TOP VIEW

CHUTE BLOCK DETAILS
Not to Scale



TOP VIEW

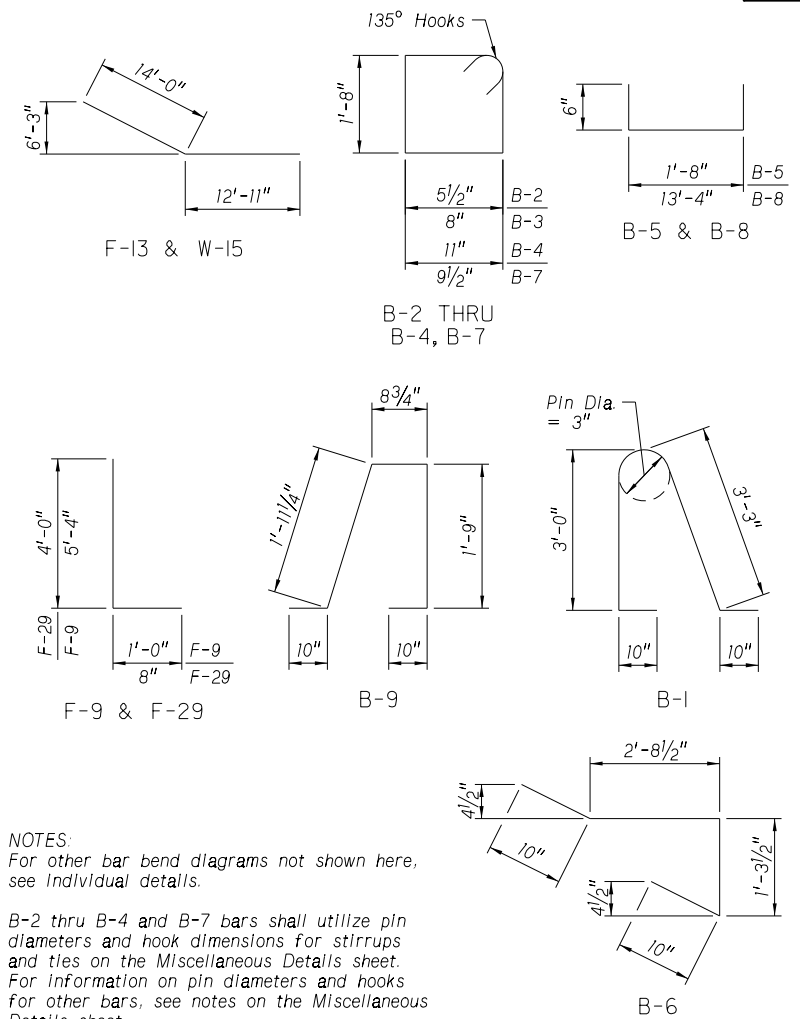
BAFFLE BLOCK DETAILS
Not to Scale



TOP VIEW

END SILL DETAILS
Not to Scale

BENDING DIAGRAMS



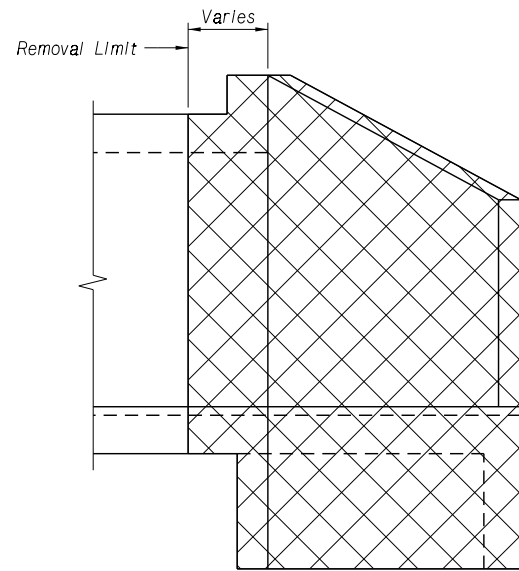
NOTES:
For other bar bend diagrams not shown here, see individual details.

B-2 thru B-4 and B-7 bars shall utilize pin diameters and hook dimensions for stirrups and ties on the Miscellaneous Details sheet. For information on pin diameters and hooks for other bars, see notes on the Miscellaneous Details sheet.

NOTES:
For location and dimensions of chute blocks, baffle blocks, and end sill, see Basin & Wing Details (1 of 2) sheet.

Bar hooks in drop basin footing for B-1, B-6, and B-9 shall be placed in same layer as, and aligned with bottom F-13 bars in footing.

▲ 2"x6" Beveled Keyway
Keyway shall be 1'-3" long and centered within chute and baffle blocks, and full length and centered within end sill.



REMOVAL ELEVATION VIEW
Not to Scale

NOTES:
Components of the existing structure are to be broken back or removed to construct the culvert extension. Existing structure shall be broken back in a straight line parallel with the new headwalls. Hatched areas indicate elements of existing concrete to be broken back or removed. The components to be broken back or removed include the barrel, headwall, and wings (see Removal & Interface Details sheet). The indicated portions of the XX end of the existing culvert shall be removed and dowels drilled into the new end as indicated in the Extension Dowel Placement Detail. These dowels shall be field bent to align with the new culvert extension reinforcing.

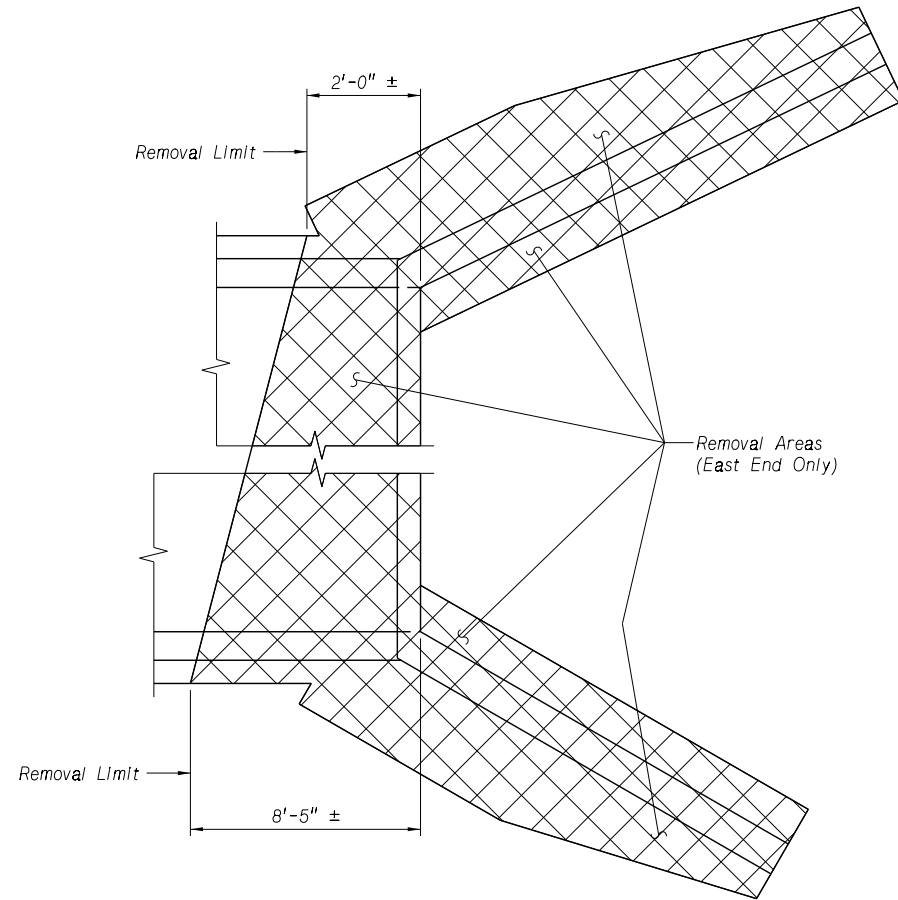
If unsound concrete remains at the interface with the new culvert extensions or component replacements, the Contractor shall continue to break back concrete until sound concrete is encountered. The existence of sound concrete at interfaces with the new culvert extensions shall be verified prior to ordering rebar.

Any reinforcing exposed by the removal shall be cleaned, straightened, field bent to align with the new culvert extension reinforcing, and incorporated into the new work. The Engineer shall be notified of any existing reinforcing that exhibits section loss prior to completing work that incorporates said reinforcing.

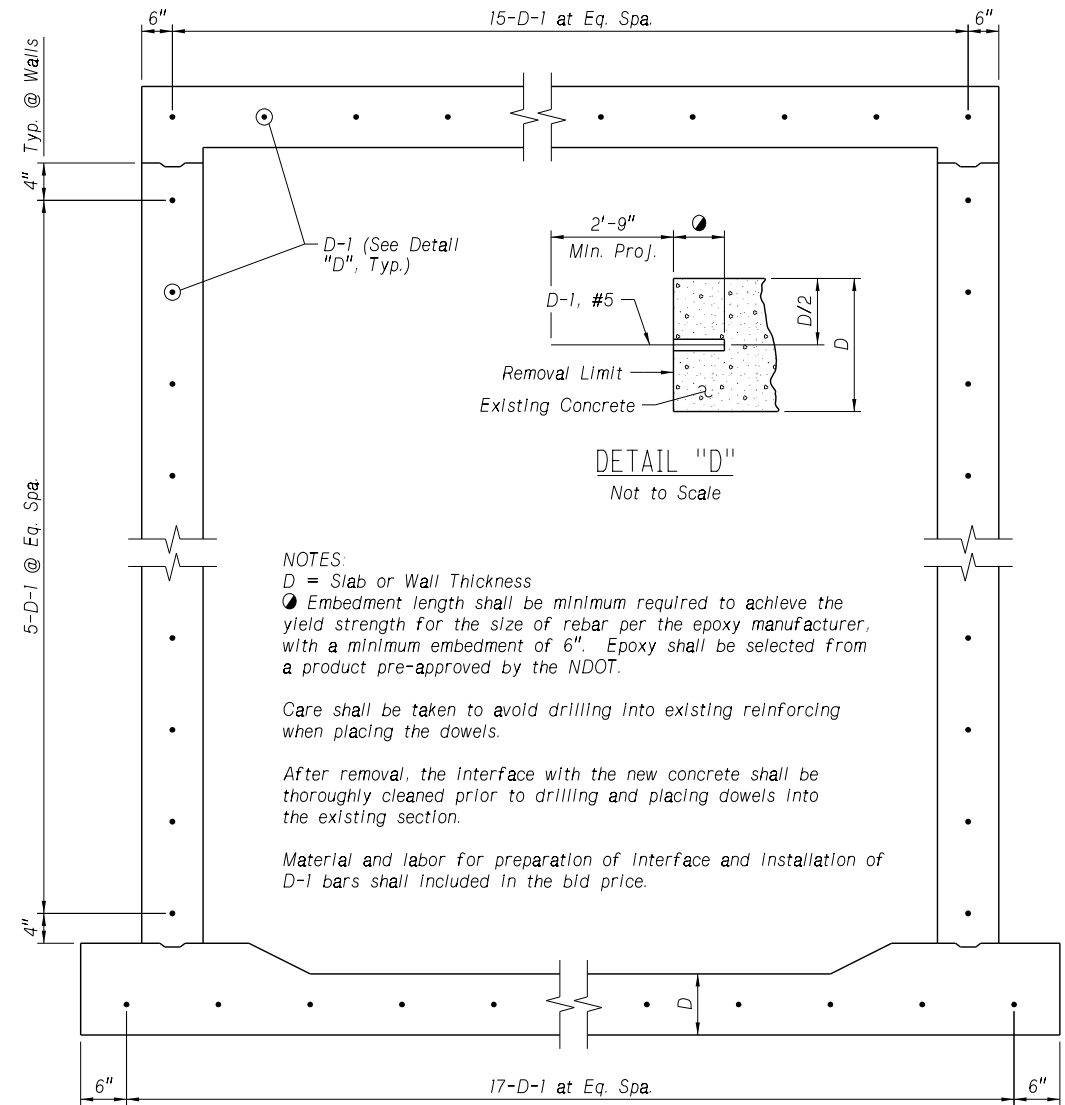
The existing culvert is comprised of precast segments. It is intended that the removal limits indicated involve removing the end segment of the precast culvert only. Any exposed tongue or groove elements remaining in the precast segment after the indicated removal shall also be removed so that the interface with the new culvert extension concrete is a vertical plane.

Removal dimensions given on this sheet are for information only. Removals shall be in accordance with the details and notes on the General Notes & Layout sheet.

All costs associated with removal of the existing culvert ends shall be included in the bid price.



REMOVAL PLAN VIEW
Not to Scale



EXTENSION DOWEL PLACEMENT DETAIL
Not to Scale

NOTES:
D = Slab or Wall Thickness
● Embedment length shall be minimum required to achieve the yield strength for the size of rebar per the epoxy manufacturer, with a minimum embedment of 6". Epoxy shall be selected from a product pre-approved by the NDOT.

Care shall be taken to avoid drilling into existing reinforcing when placing the dowels.

After removal, the interface with the new concrete shall be thoroughly cleaned prior to drilling and placing dowels into the existing section.

Material and labor for preparation of interface and installation of D-1 bars shall be included in the bid price.

QUANTITIES - FOR INFORMATION ONLY		
ITEM	UNIT	TOTAL
CONCRETE - BARREL	CY	8.0
CONCRETE - DROP BASIN *	CY	31.8
REINFORCING STEEL - BARREL	LB	2,194
REINFORCING STEEL - DROP BASIN *	LB	7,883
STEEL SHEET PILE	SF	100.0
GEOTEXTILE FILTER FABRIC	SY	104.2
CRUSHED ROCK FOR BASE COURSE	TONS	40.0

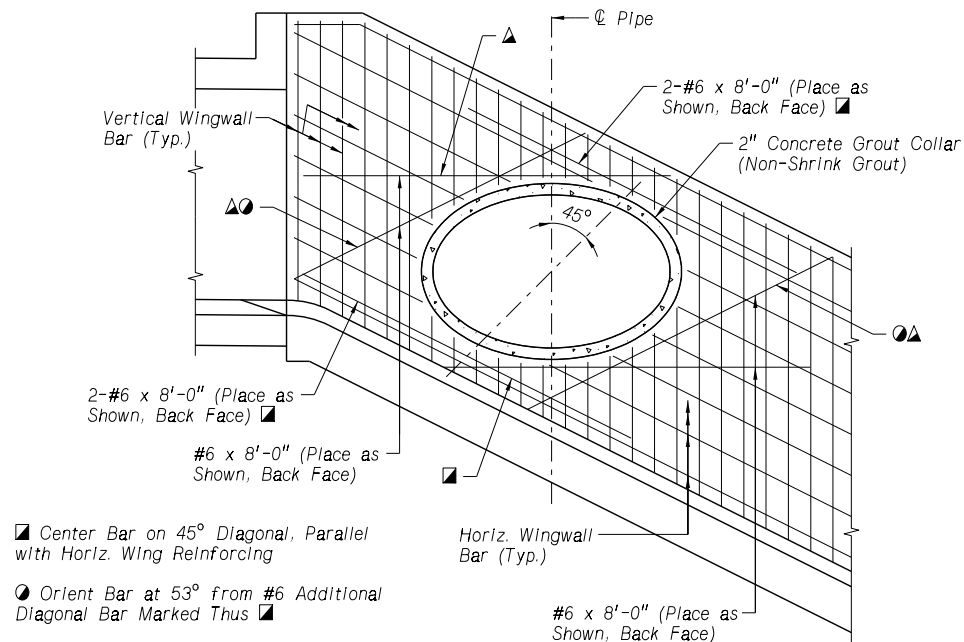
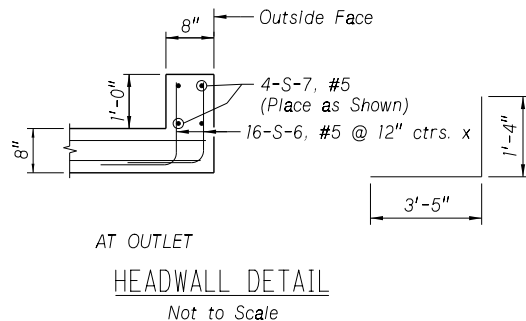
NOTES:
* Includes quantities from headwall.

Reinforcing laps for bars due to phasing, extension into adjacent elements (e.g. culvert barrel into drop basin), or bars longer than 60'-0", are not included in the quantities listed in the summary table. Any longitudinal reinforcing extensions noted in the details, and any laps not detailed in these plans but required or requested to construct the culvert and drop basin as detailed in these plans, shall be included in the bid price and shall be provided at no additional cost.

The following lap lengths shall be used to splice bars when a lap length is not called out on the plans:
#4 = 2'-9" Min. Lap
#5 = 3'-5" Min. Lap
#6 = 4'-1" Min. Lap

All reinforcing steel dimensions shown are out-to-out.

For all bent bars, "Primary Stress" pin diameters listed in the table shall be used unless noted otherwise.



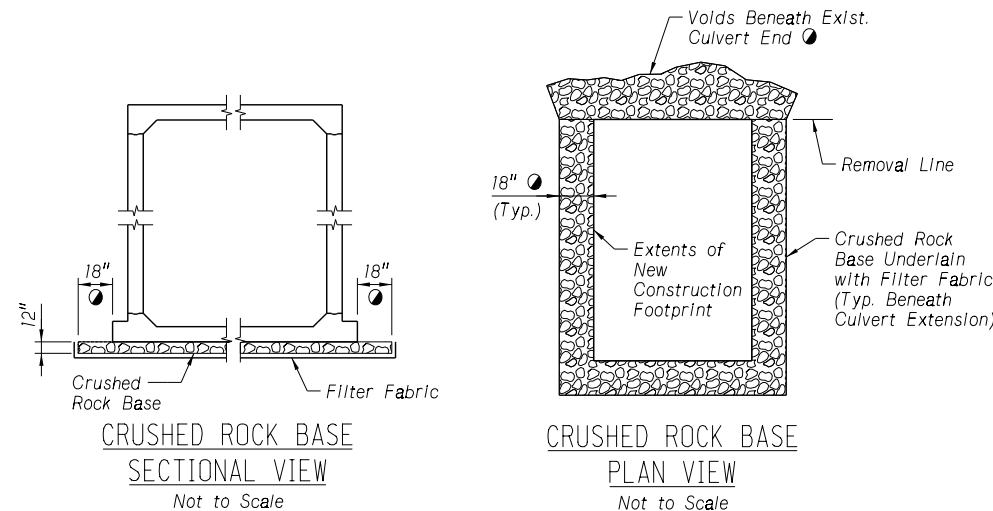
PIPE CULVERT OUTLET DETAIL
Not to Scale

NOTES:
See details on other sheets for reinforcing not shown.

Trim wingwall reinforcing to clear pipe culvert outlet, except field bend dowels extending from the footing with 2'-0" or more distance between the footing and the pipe outlet. To aid in field bending dowels, two #5 dowels in pairs may be used in lieu of the F-9, #6 bars in locations below the pipe outlet. The bar lengths of the #5 replacement dowels shall be the same as the dimensions specified for the F-9, #6 bars in these plans. The field bend shall occur at the clearance location with the pipe culvert outlet, with the remaining portion of the dowels bent to be parallel with horizontal wall reinforcing. All costs associated with substituting #5 bars for the F-9, #6 bars shall be at the expense of the Contractor.

Additional #6 bars shall be placed as shown in the Pipe Culvert Outlet Detail and indicated in these notes. Additional #6 bars shall be shifted to maintain clear and trimming bars shall not be allowed, except that bars marked thus \blacktriangle may be trimmed after bar is shifted to fit as much bar length in the wingwall as possible.

The additional #6 bars, non-shrink grout, and associated work to construct the pipe outlet shall be included in the bid price.

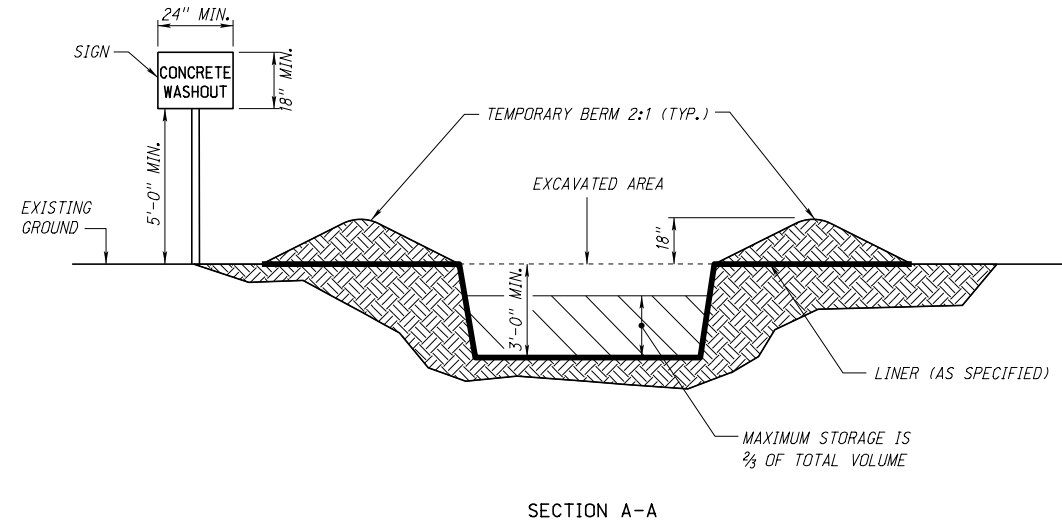
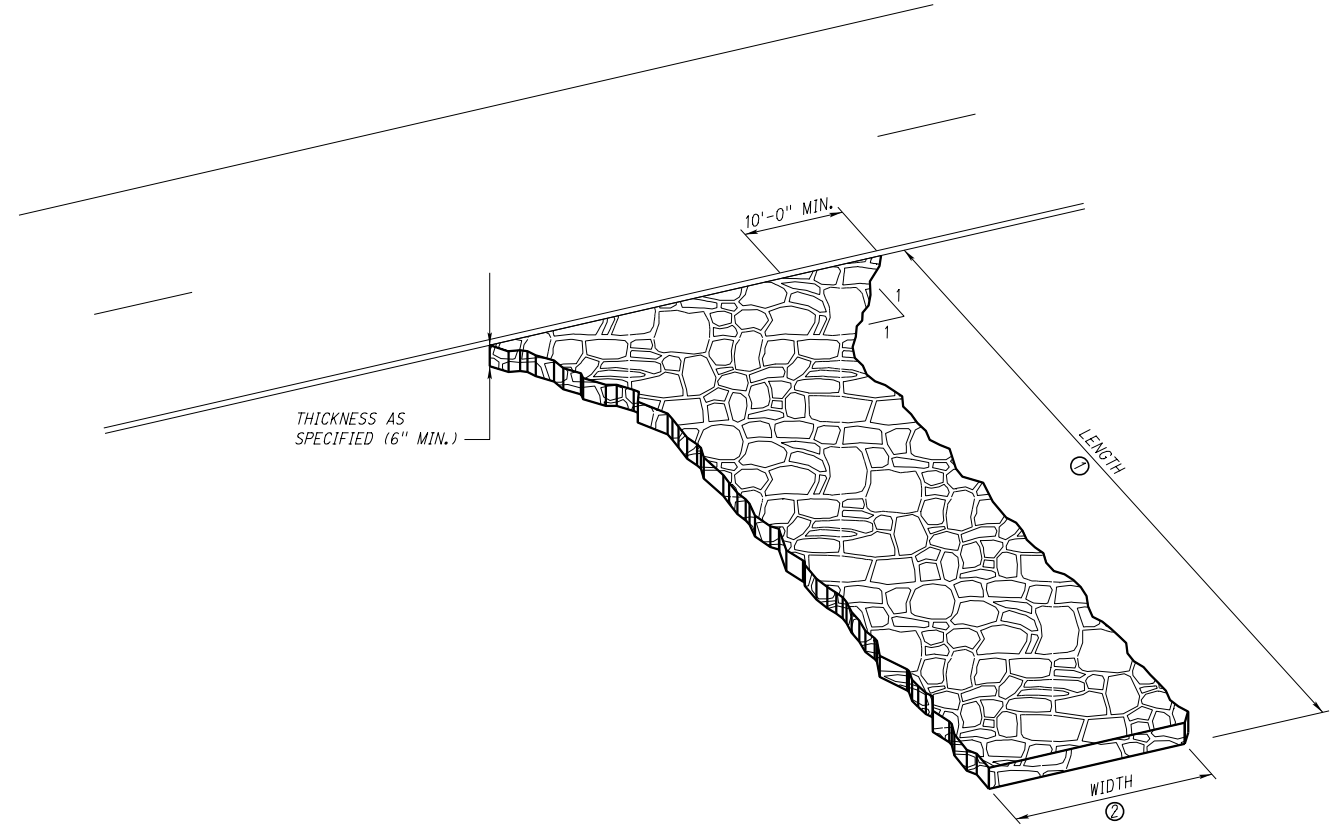
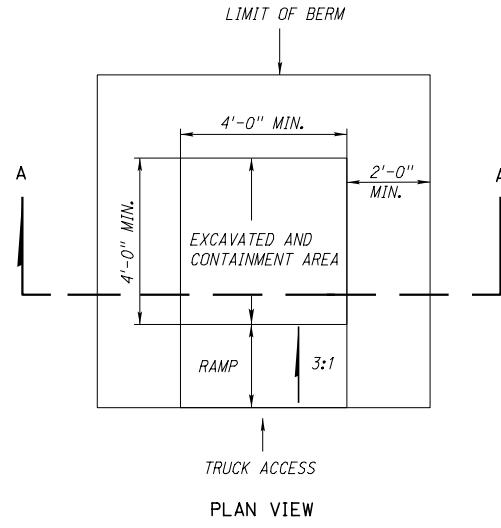


NOTES:
Crushed rock base shall be placed as needed beneath existing culvert end to fill voids. This additional quantity is included in the quantity given for "Crushed Rock Base."

STANDARD HOOK LENGTH						PIN DIAMETER			
PRIMARY STRESS BARS			STIRRUPS & TIES			PRIMARY STRESS		STIRRUPS & TIES	
BAR SIZE	HOOK H		BAR SIZE	HOOK H		BAR SIZE	Dp	BAR SIZE	Dp
	90°	180°		90°	135°				
4	8"	6"	3	4"	4"	4	3"	3	1 1/2"
5	10"	7"	4	4 1/2"	4 1/2"	5	3 3/4"	4	2"
6	12"	8"	5	6"	5 1/2"	6	4 1/2"	5	2 1/2"
7	15"	10"	6	12"	8"	7	5 1/4"	6	4 1/2"
8	17"	11"	7	14"	9"	8	6"	7	5 1/4"
9	19"	15"	8	16"	10 1/2"	9	9 1/2"	8	6"
10	23"	17"	d = BAR SIZE Dp = PIN DIAMETER			10	11"		
11	24"	19"				11	12"		

THE NUMBER OF LAP SPLICES ARE CALCULATED BASED ON 60'-0" LENGTHS OF REINFORCING STEEL BARS. SPLICES ON BARS SHORTER THAN 60'-0" WILL REQUIRE ADDITIONAL LAP SPLICES AT NO ADDITIONAL EXPENSE.

ROADWAY DESIGN DIVISION



NOTES:

- REMOVE VEGETATION AND EXCAVATE SOFT SOILS FROM EXIT AREA. THOROUGHLY COMPACT SUBGRADE PRIOR TO PLACING STONE.
- INSTALL CULVERT UNDER EXIT IF NECESSARY TO MAINTAIN DRAINAGE.
- GRADE EXIT TO PREVENT RUNOFF FROM FLOWING ONTO STREET. DIRECT ALL RUNOFF FROM EXIT TO A SEDIMENT RETENTION DEVICE.
- WHEN SPECIFIED, INSTALL SUBGRADE STABILIZATION FABRIC PRIOR TO PLACING CRUSHED STONE.
- INSTALL LAYER OF CRUSHED STONE TO THE THICKNESS (6 INCH MINIMUM) AND DIMENSIONS SPECIFIED.

- ① EXIT LENGTH: 30 FT. MINIMUM OR AS SPECIFIED. LENGTH OF EXIT MAY BE INCREASED IF SEDIMENT TRACK-OUT OCCURS.
- ② EXIT WIDTH: 20 FT. MINIMUM.

STABILIZED CONSTRUCTION EXIT

- NOTES:
- EROSION BALES MAY BE USED AS AN ALTERNATIVE FOR THE BERM AREA, EXCEPT AT THE OPENING.
 - THE CONCRETE WASHOUT SIGN SHALL HAVE LETTERS AT LEAST 3 INCHES HIGH.
 - STRUCTURE MUST BE LINED WITH MATERIAL NOTED IN SPECIAL PROVISIONS.

CONCRETE WASHOUT STRUCTURE

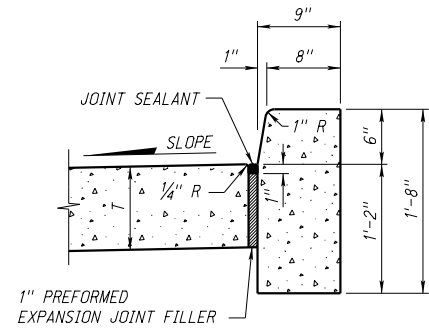


CONCRETE WASHOUT &
CONSTRUCTION EXIT
SHEET 1 OF 1
SPECIAL PLAN 2C

Computer: NDOTDESIGN134

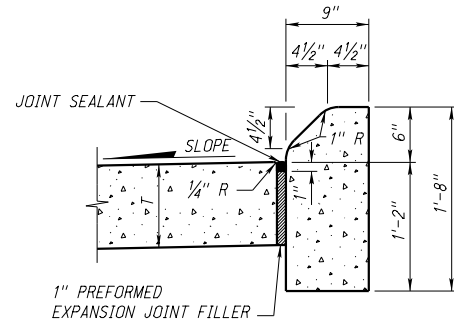
Date: 06-JUL-2021 09:11

File: 5101te00.dgn
SHEET 1 OF 1



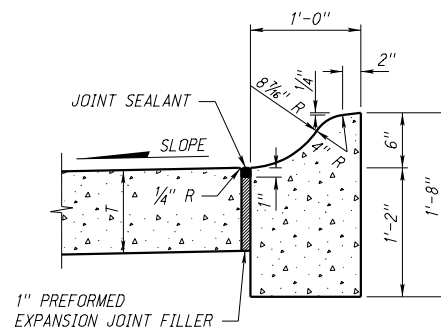
CONCRETE BARRIER CURB *

QUANTITIES
 CONCRETE 4.55 CU. YDS./STA.
 AREA 1,228 SQ. FT.



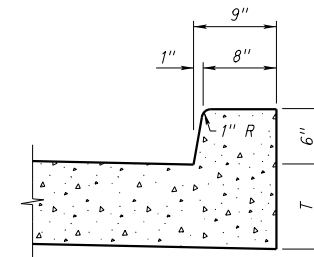
CONCRETE MEDIAN CURB *

QUANTITIES
 CONCRETE 4.42 CU. YDS./STA.
 AREA 1,192 SQ. FT.



**CONCRETE CURB, *
TYPE I**

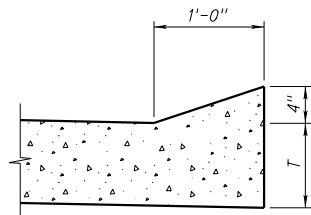
QUANTITIES
 CONCRETE 5.22 CU. YDS./STA.
 AREA 1,408 SQ. FT.



INTEGRAL CONCRETE BARRIER CURB

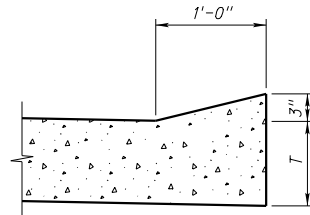
QUANTITIES
 CONCRETE 1.33 CU. YDS./STA.
 AREA 0.359 SQ. FT.

NOTE: * ONE INCH PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED AT INTERVALS OF NOT MORE THAN 100 FEET THRU CONCRETE BARRIER CURB, CONCRETE MEDIAN CURB, AND CONCRETE CURB, TYPE I.



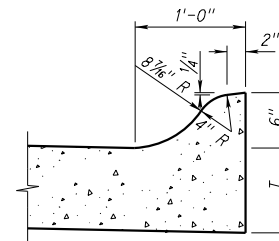
INTEGRAL CONCRETE SLOPING CURB

QUANTITIES
 CONCRETE 0.62 CU. YDS./STA.
 AREA 0.167 SQ. FT.



INTEGRAL CONCRETE SLOPING CURB

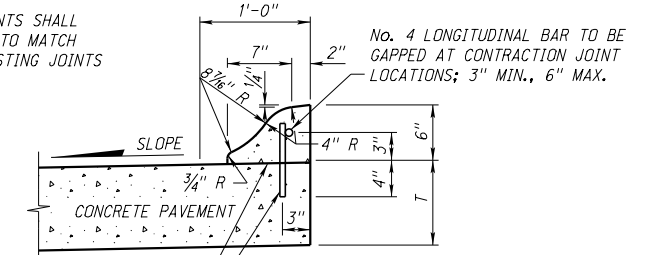
QUANTITIES
 CONCRETE 0.46 CU. YDS./STA.
 AREA 0.123 SQ. FT.



INTEGRAL CONCRETE CURB

QUANTITIES
 CONCRETE 0.89 CU. YDS./STA.
 AREA 0.239 SQ. FT.

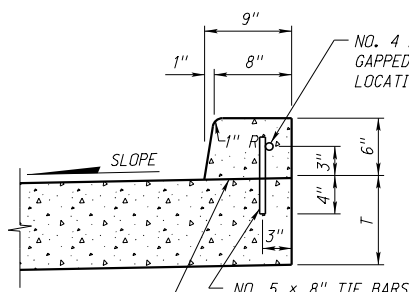
CONTRACTION JOINTS SHALL BE CONSTRUCTED TO MATCH LOCATION OF EXISTING JOINTS



THE AREA BETWEEN CURB AND EXISTING CONCRETE PAVEMENT TO BE CLEANED AND ROUGHENED AS DIRECTED BY THE ENGINEER

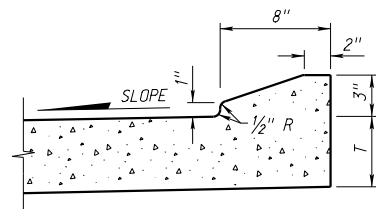
CONCRETE CURB, TYPE II

QUANTITIES
 CONCRETE 0.87 CU. YDS./STA.
 AREA 0.234 SQ. FT.



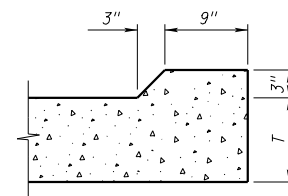
CONCRETE BARRIER CURB ALTERNATE

QUANTITIES
 CONCRETE 1.33 CU. YDS./STA.
 AREA 0.359 SQ. FT.



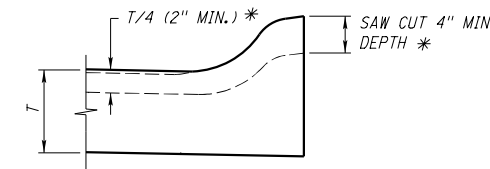
INTEGRAL CONCRETE TRUCK APRON CURB

QUANTITIES
 CONCRETE 0.47 CU. YDS./STA.
 AREA 0.127 SQ. FT.



EROSION CONTROL CURB

QUANTITIES
 CONCRETE 0.81 CU. YDS./STA.
 AREA 0.219 SQ. FT.



CONTRACTION JOINT THRU CURB

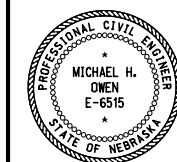
* FOR NON-INTEGRAL CURB THE CONTRACTION JOINTS MAY BE MADE WITH A DOUBLE EDGER WHILE THE CONCRETE IS STILL PLASTIC.

NOTE: T = PAVEMENT THICKNESS

REV. NO.	DATE	DESCRIPTION OF REVISION
R12	JAN 18	NDOR BORDER TO NDOT BORDER
R11	JUL 15	ADDED TRUCK APRON CURB
R10	FEB 09	MULTIPLE REVISIONS

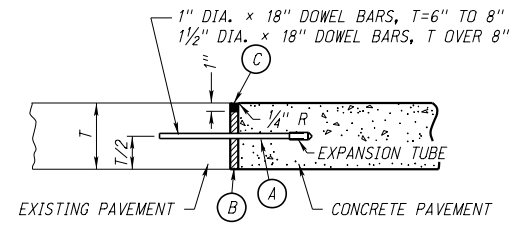
NEBRASKA DEPARTMENT OF TRANSPORTATION
 STANDARD PLAN NO. 301-R12
PAVEMENT DETAILS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:



DATE
 ORIGINAL:
 JANUARY 31, 1974
 DATE

1
 3



- (A) GREASE DOWEL BAR ON EXPANSION TUB SIDE
- (B) 1" PREFORMED EXPANSION JOINT FILLER
- (C) JOINT SEALANT

NOTES:

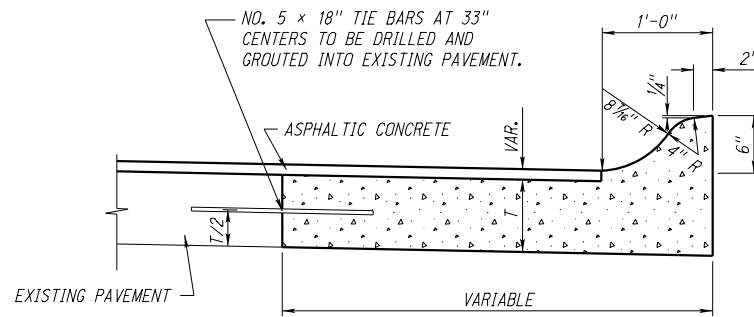
DOWEL BARS SHALL BE DRILLED TO A DEPTH OF 8" INTO EXISTING PAVEMENT AND GROUTED.

DOWEL BARS SHALL BE PLACED AT 1 FOOT CENTERS. THE OUTSIDE DOWEL BAR SHALL BE PLACED 6" FROM THE EDGE OF THE PAVEMENT.

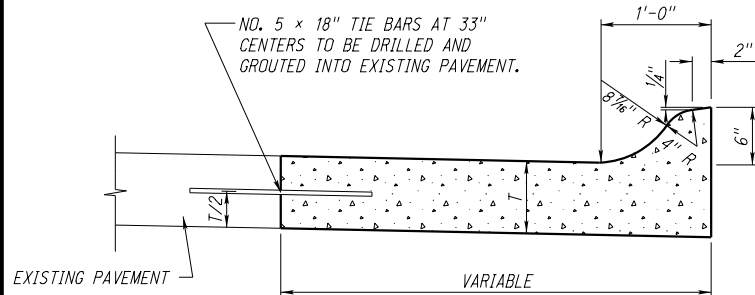
THIS JOINT SHALL BE CONSTRUCTED TRANSVERSE TO THE ROADWAY WHERE THE NEW CONCRETE ABUTS THE EXISTING CONCRETE.

DOWEL BARS SHALL BE PLACED PARALLEL TO THE ROADWAY ϕ AND TO THE ROAD BED.

EXPANSION JOINT (SUBSIDIARY)

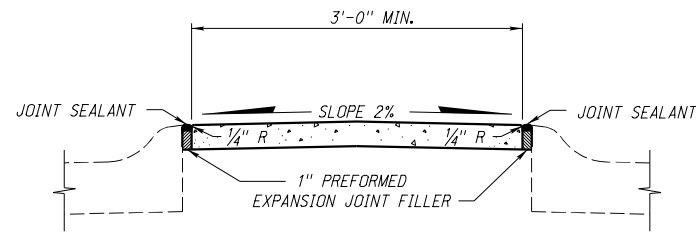


CONCRETE BASE COURSE W/INTEGRAL CURB



THE FOLLOWING NOTE IS TYPICAL FOR CONCRETE BASE COURSE WITH INTEGRAL CURB AND CONCRETE PAVEMENT WIDENING: CONTRACTION AND EXPANSION JOINTS SHALL BE CONSTRUCTED TO MATCH LOCATIONS OF EXISTING JOINTS.

CONCRETE PAVEMENT WIDENING



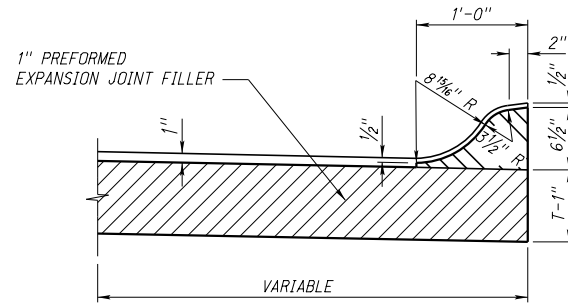
CONCRETE MEDIAN SURFACING

ONE INCH PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED ACROSS THE FULL WIDTH OF THE MEDIAN SURFACING AT INTERVALS OF NOT MORE THAN 49 FEET.

LONGITUDINAL JOINTS ONE INCH DEEP SHALL BE MADE IN ALL MEDIANS WHEN SURFACING WIDTH IS 16 FEET OR GREATER.

TRANSVERSE JOINTS ONE INCH DEEP SHALL BE MADE IN ALL MEDIANS AT INTERVALS OF NOT MORE THAN 8 FEET.

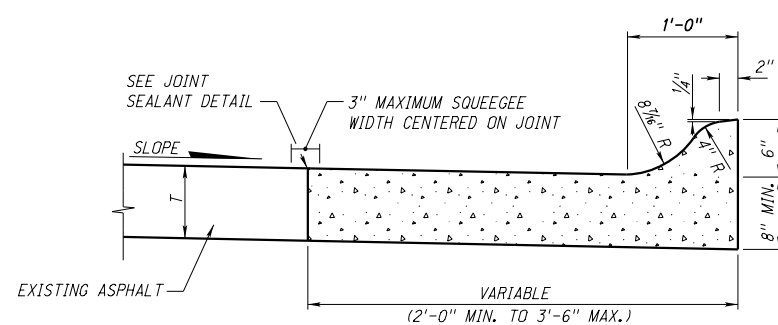
TRANSVERSE AND LONGITUDINAL JOINTS SHALL NOT BE FILLED.



ONE INCH PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED AT INTERSECTION RETURNS AND WHERE SHOWN ON THE PLANS. TRANSVERSE JOINTS SHALL BE PLACED EVERY 8 FEET OR WHERE SHOWN ON THE PLANS.

NOTE: RECESS THE EXPANSION JOINT FILLER 1/2" FROM THE TOP SURFACE OF THE CURB UNDER CONSTRUCTION

DETAIL FOR CUTTING & PLACEMENT OF EXPANSION JOINT FILLER

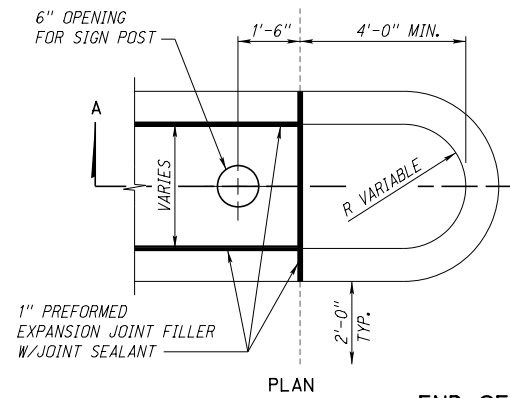


COMBINATION CONCRETE CURB & GUTTER

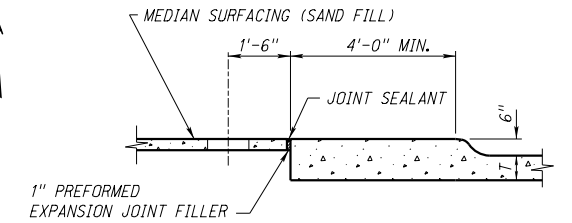
NOTE:

TRANSVERSE JOINTS SHALL BE PLACED EVERY 8 FEET AND JOINTS SHALL BE PLACED AT EACH HEADER, 2-NO. 5 x 18" TIE BARS ARE TO BE USED.

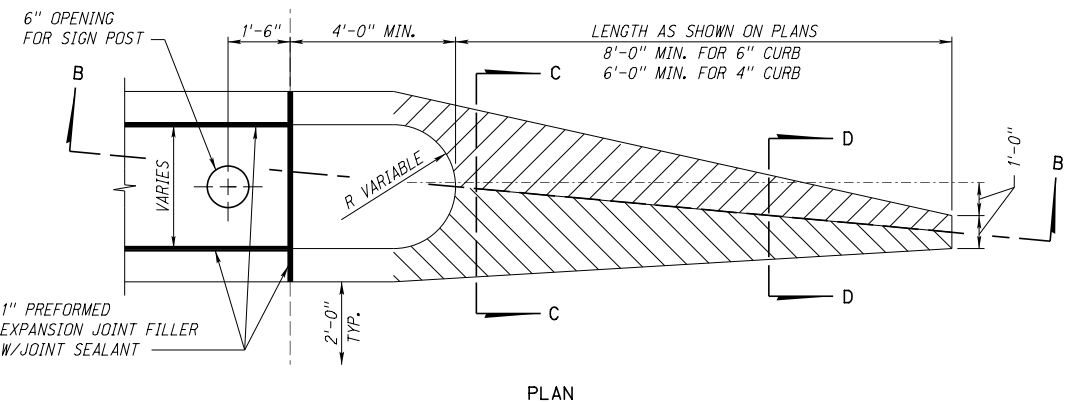
PLACE 1" PREFORMED EXPANSION JOINT FILLER AND SEAL AT THE RETURN OF RADIUS AT INTERSECTIONS.



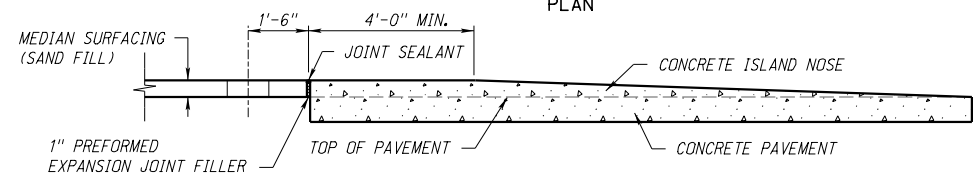
END OF MEDIAN ISLAND



SECTION A-A



CONCRETE ISLAND NOSE



SECTION B-B

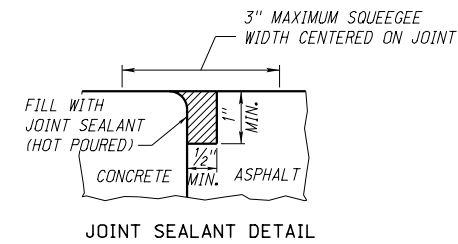


SECTION C-C

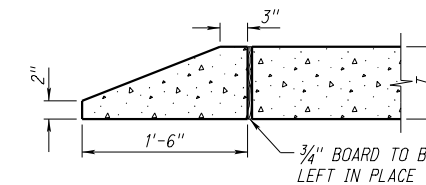


SECTION D-D

NOTE: EXISTING CONCRETE PAVEMENT IS TO BE REMOVED TO BUILD CONCRETE ISLAND NOSE.



JOINT SEALANT DETAIL



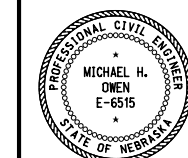
CONCRETE HEADER

NOTE: T = PAVEMENT THICKNESS

REV. NO.	DATE	DESCRIPTION OF REVISION
R12	JAN 18	NDOR BORDER TO NDOT BORDER
R11	JUL 15	ADDED TRUCK APRON CURB
R10	FEB 09	MULTIPLE REVISIONS

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 301-R12
PAVEMENT DETAILS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:



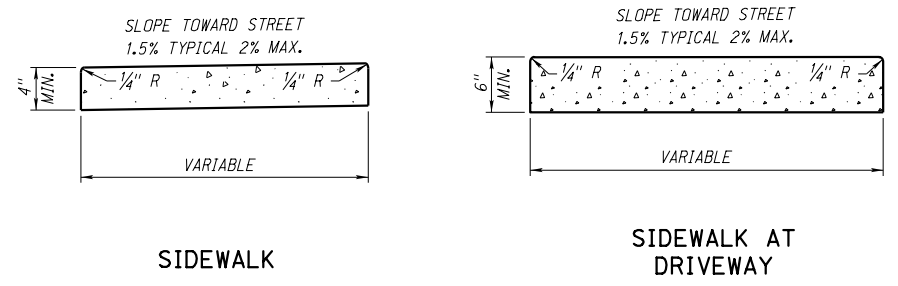
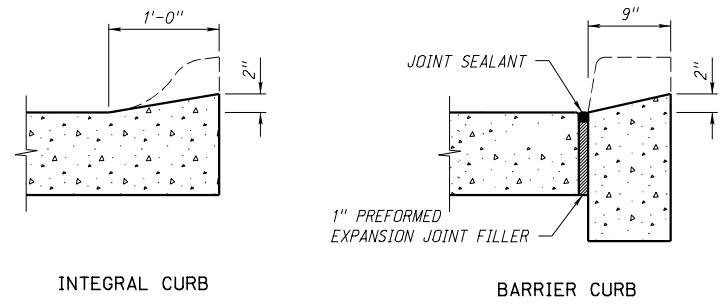
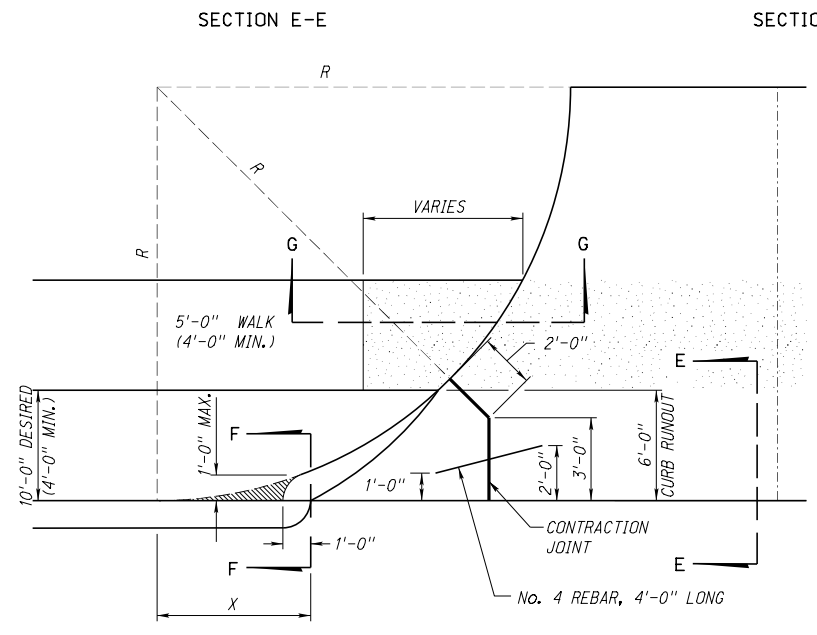
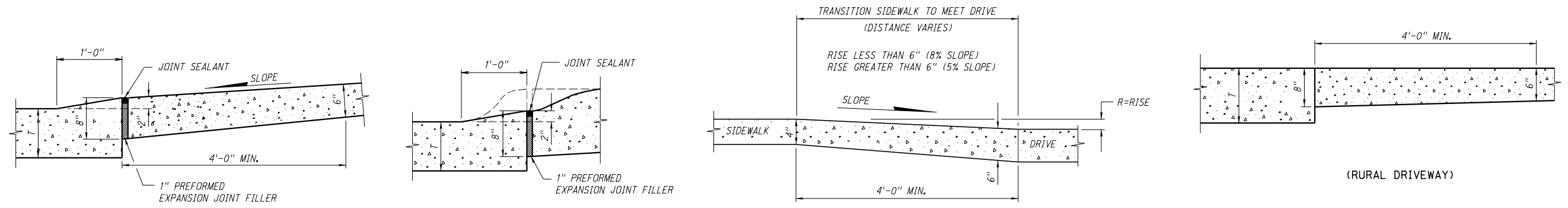
DATE

DATE

ORIGINAL:

JANUARY 31, 1974

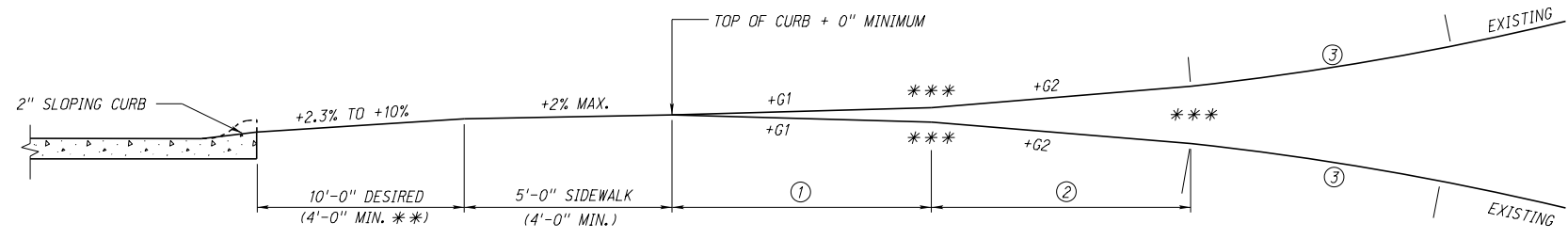
DATE



NOTE:
1 INCH PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED IN ALL SIDEWALKS OR CROSSWALKS AT INTERVALS OF NOT MORE THAN 50 FOOT, AND AT ALL POINTS WHERE SIDEWALKS OR CROSSWALKS ARE ADJACENT TO CURB. IF SIDEWALK OR CROSSWALK TO BE CONSTRUCTED IS LESS THAN 50 FOOT IN LENGTH, ONE SUCH EXPANSION JOINT SHALL BE PLACED AS DIRECTED BY THE ENGINEER.

R	X
10'-0"	4.6'
15'-0"	5.6'
20'-0"	6.0'
25'-0"	7.0'
30'-0"	8.0'
35'-0"	8.6'
40'-0"	9.0'

R = RADIUS
X = $\sqrt{(2R-1)}$
(X & R IN FEET)



DRIVEWAY TYPE	G1 (MAX.)	G2 (MAX.)
COMMERCIAL, INDUSTRIAL	±5%	±8%
DWELLINGS (RESIDENTIAL)	±8%	±15%

- ① 10'-0" MINIMUM IS REQUIRED WHEN THE EXISTING GRADE IS GREATER THAN ±8%
- ② 10'-0" MINIMUM IS REQUIRED WHEN THE EXISTING GRADE IS GREATER THAN ±15%
- ③ 10'-0" MINIMUM ROUNDING IS REQUIRED WHEN THE EXISTING GRADE IS GREATER THAN ±22%

***0 FEET IS ALLOWED IN URBAN BUSINESS DISTRICTS WITH SIDEWALKS OF 6 FEET MINIMUM WIDTH.
*** 10 FEET MINIMUM ROUNDING DESIRABLE FOR THE FOLLOWING GRADE CHANGES.

NOTE: T = PAVEMENT THICKNESS

REV. NO.	DATE	DESCRIPTION OF REVISION
R12	JAN 18	NDOR BORDER TO NDOT BORDER
R11	JUL 15	ADDED TRUCK APRON CURB
R10	FEB 09	MULTIPLE REVISIONS

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 301-R12
PAVEMENT DETAILS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
MICHAEL H. OWEN
E-6515
STATE OF NEBRASKA

DATE: _____
ORIGINAL: JANUARY 31, 1974
DATE: _____

3
3

TABLE 1 - CONCRETE STANDARD INSTALLATIONS, SOILS AND MINIMUM COMPACTION REQUIREMENTS

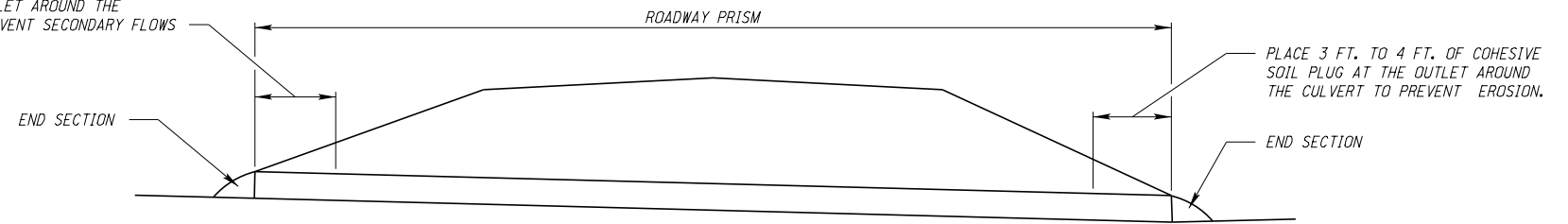
INSTALLATION TYPE	BEDDING THICKNESS	HAUNCH AND OUTER BEDDING	LOWER SIDE
TYPE 1	D ₀ /24 MINIMUM, NOT LESS THAN 3" IF ROCK FOUNDATION, USE D ₀ /12 MINIMUM, NOT LESS THAN 6".	95% SW	90% SW, 95% ML, 100% CL, OR NATURAL SOILS OF EQUAL FIRMNESS
TYPE 2		90% SW OR 95% ML	85% SW, 90% ML, 95% CL, OR NATURAL SOILS OF EQUAL FIRMNESS
*TYPE 3		85% SW, 90% ML, OR 95% CL	85% SW, 90% ML, 95% CL, OR NATURAL SOILS OF EQUAL FIRMNESS

TABLE 1 NOTES:

* THE TYPE 3 INSTALLATION (SHADED) IN TABLE 4 IS THE NDOT MINIMUM STANDARD, USING EITHER A SHAPED TRENCH ACCORDING TO THE STANDARD SPECIFICATIONS, OR AT THE OPTION OF THE CONTRACTOR, THE BEDDING WITH COMPACTIONS AS SHOWN.

MAXIMUM FILL HEIGHTS FOR THE TYPE 1, 2, AND 3 INSTALLATIONS ARE SHOWN IN TABLE 4.

PLACE 3 FT. TO 4 FT. OF COHESIVE SOIL PLUG AT THE INLET AROUND THE CULVERT TO PREVENT SECONDARY FLOWS



LIMITS OF BEDDING AND BACKFILL

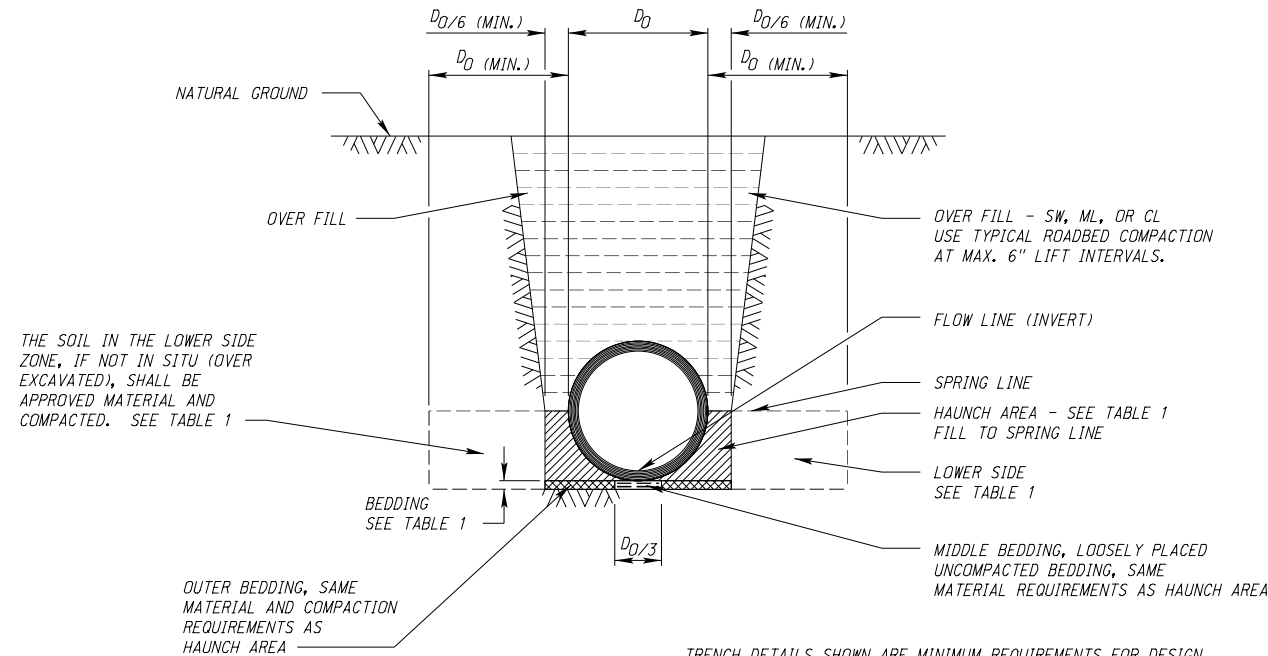
EXCAVATION, BEDDING AND EMBANKMENT SEQUENCE:

TRENCH INSTALLATION:

- (A) DETERMINE THE FLOW LINE AND TRENCH BOTTOM ELEVATIONS.
- (B) DETERMINE THE SHAPE OF TRENCH. DECIDE IF SHORING IS NEEDED. CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE SAFETY OF ALL WORKERS, EQUIPMENT AND MATERIALS IN THE TRENCH.
- (C) PLACE THE BEDDING MATERIAL (SEE CONCRETE - TABLE 1) LOOSELY.
- (D) PLACE PIPE ON THE BEDDING AND COMPACT OUTER BEDDING, (SEE TABLE 1).
- (E) PLACE AND COMPACT THE LOWER SIDE, HAUNCH AND OVERFILL MATERIAL AT 6 IN. INTERVALS.

EMBANKMENT INSTALLATION:

- (A) DETERMINE THE FLOW LINE AND SPRING LINE ELEVATION.
- (B) IF FLOW LINE IS ABOVE THE NATURAL GROUND, PLACE AN EMBANKMENT AT LEAST 300 WIDE WITH 3:1 FORESLOPES OR FLATTER AT SPRING LINE ELEVATION, COMPACTED AT ROADBED REQUIRED COMPACTION.
- (C) IF THE FLOW LINE IS BELOW THE NATURAL GROUND BUT THE SPRING LINE IS ABOVE THE NATURAL GROUND, PLACE THE EMBANKMENT SIMILAR TO THE ONE IN STEP B.
- (D) EXCAVATE TO PROPER ELEVATION.
- (E) PLACE BEDDING MATERIAL (SEE TABLE 1) LOOSELY.
- (F) PLACE THE PIPE ON THE BEDDING MATERIAL AND COMPACT OUTER BEDDING MATERIAL (SEE CONCRETE - TABLE 1).
- (G) PLACE AND COMPACT THE HAUNCH, LOWER SIDE AND OVERFILL MATERIAL AT 6 IN. INTERVALS.



TRENCHES SHALL BE EXCAVATED IN ACCORDANCE WITH APPROVED SAFETY PRACTICE.

TYPICAL TRENCH INSTALLATION

NOTES FOR TRENCH INSTALLATIONS:

1. COMPACTION AND SOIL SYMBOLS, I.E. 95% SW, REFER TO SW SOIL MATERIAL WITH MINIMUM STANDARD PROCTOR COMPACTION OF 95%.
2. THE TRENCH TOP ELEVATION SHALL BE NO LOWER THAN 1 FT. BELOW THE BOTTOM OF THE PAVEMENT BASE MATERIAL.
3. SOIL IN BEDDING AND HAUNCH ZONES SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS SPECIFIED FOR THE MAJORITY OF SOIL IN THE BACKFILL ZONES.
4. THE TRENCH WIDTH SHALL BE WIDER THAN SHOWN IF REQUIRED FOR ADEQUATE SPACE TO ATTAIN THE SPECIFIED COMPACTION IN THE HAUNCH AND BEDDING ZONES.
5. FOR TRENCH WALLS THAT ARE WITHIN 10 DEGREES OF VERTICAL, THE COMPACTION OR FIRMNESS OF THE SOIL IN THE TRENCH WALLS AND LOWER SIDE ZONE NEED NOT TO BE CONSIDERED.
6. FOR TRENCH WALLS WITH GREATER THAN 10 DEGREE SLOPES THAT CONSIST OF EMBANKMENT, THE LOWER SIDE SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS SPECIFIED FOR THE SOIL IN THE BACKFILL ZONE.


R2	JAN. 18	NDOR BORDER TO NDOT BORDER
R1	OCT. 14	UP TO 60" PLASTIC ALLOWED IN ALL OF TABLE 1 - PLASTIC
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 411-R2 BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		ORIGINAL: JUNE 6, 2008 DATE
		
		1 4

TABLE 1 - CONCRETE STANDARD INSTALLATIONS, SOILS AND MINIMUM COMPACTION REQUIREMENTS

INSTALLATION TYPE	BEDDING THICKNESS	HAUNCH AND OUTER BEDDING	LOWER SIDE
TYPE 1	D ₀ /24 MINIMUM, NOT LESS THAN 3" IF ROCK FOUNDATION, USE D ₀ /12 MINIMUM, NOT LESS THAN 6".	95% SW	90% SW, 95% ML OR 100% CL
TYPE 2		90% SW OR 95% ML	85% SW, 90% ML OR 95% CL
*TYPE 3		85% SW, 90% ML, OR 95% CL	85% SW, 90% ML OR 95% CL

TABLE 1 NOTES:

* THE TYPE 3 INSTALLATION (SHADED) IN TABLE 4 IS THE NDOR MINIMUM STANDARD, USING EITHER A SHAPED TRENCH ACCORDING TO THE STANDARD SPECIFICATIONS, OR AT THE OPTION OF THE CONTRACTOR, THE BEDDING WITH COMPACTIONS AS SHOWN.

MAXIMUM FILL HEIGHTS FOR THE TYPE 1, 2, AND 3 INSTALLATIONS ARE SHOWN IN TABLE 4.

TABLE 2 - CONCRETE PIPE DIMENSIONS

NOMINAL PIPE DIAMETER (INCHES)	STANDARD OUTSIDE PIPE DIAMETER, D ₀ (SPAN)			
	ROUND PIPE	ARCH PIPE	H. ELLIP. PIPE	V. ELLIP. PIPE
15	19.5	22.5		
18	23	27	28.5	
21	26.5	31.5		
24	30	34.5	36.5	
27	33.5		41	
30	37	43.25	45.5	
36	44	51.75	54	38
42	51	60.13	63	44
48	58	68.5	71	49
54	65	76	80	55
60	72	85	89	61
66	79		97	67
72	86	102	106	73
78	93		114	79
84	100	118	123	85
90	107			
96	114			
102	121			
108	128			

TABLE 3 SOIL CLASSIFICATION FOR BEDDING & BACKFILL

ASTM SOIL GROUP SYMBOL D 2487	DESCRIPTION	PERCENTAGE PASSING SIEVE SIZES		
		1 1/2 IN.	NO. 4	NO. 200
SW	WELL GRADED SANDS AND GRAVELLY-SANDS: LITTLE OR NO FINES. NON PLASTIC	100%	> 50% OF "COURSE FRACTION"	< 5%
ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY-FINE-SANDS, SILTS WITH SLIGHT PLASTICITY		100%	> 50%
CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELY-CLAYS, SANDY-CLAYS, SILTY-CLAYS, LEAN CLAYS			

NOTES FOR EMBANKMENT INSTALLATIONS:

1. COMPACTION AND SOIL SYMBOLS, I.E. 95% SW, REFER TO SW SOIL MATERIAL WITH A MINIMUM STANDARD PROCTOR COMPACTION OF 95%.
2. SOIL IN THE OUTER BEDDING, HAUNCH, AND LOWER SIDE ZONES, EXCEPT WITHIN THE D₀/3 MIDDLE BEDDING, SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS THE MAJORITY OF THE SOIL IN THE OVERFILL ZONES.
3. SUBTRENCHES
 - 3.1 A SUBTRENCH IS DEFINED AS A TRENCH WITH ITS TOP AT AN ELEVATION LOWER THAN 1 FT. BELOW THE BOTTOM OF THE PAVEMENT BASE MATERIAL.
 - 3.2 THE MINIMUM WIDTH OF A SUBTRENCH SHALL BE 1.33D₀, OR WIDER IF REQUIRED FOR ADEQUATE SPACE TO ATTAIN THE SPECIFIED COMPACTION IN THE HAUNCH AND BEDDING ZONES.
 - 3.3 FOR SUBTRENCHES WITH WALLS OF NATURAL SOIL, ANY PORTION OF THE LOWER SIDE ZONE IN THE SUBTRENCH WALL SHALL BE AT LEAST AS FIRM AS AN EQUIVALENT SOIL PLACED TO THE COMPACTION REQUIREMENTS SPECIFIED FOR THE LOWER SIDE ZONE, AND AS FIRM AS THE MAJORITY OF SOIL IN THE OVERFILL ZONE, OR SHALL BE REMOVED AND REPLACED WITH SOIL COMPACTED TO THE SPECIFIED LEVEL.

GENERAL NOTES:

WHEN IN-SITU LATERAL SOIL RESISTANCE IS NEGLIGIBLE, E.G. PEAT, MUCK, OR HIGHLY EXPANSIVE SOIL, EMBEDMENT SHALL BE PLACED AND COMPACTED AT THE DIRECTION OF THE ENGINEER.

TO PROTECT THE PIPE AND BACKFILL DURING CONSTRUCTION, PROVIDE A MINIMUM OF 36" OF COMPACTED FILL MATERIAL OVER THE TOP OF THE PIPE BEFORE ALLOWING ANY HEAVY EQUIPMENT TO TRAVERSE OVER THE PIPE. EXTREMELY HEAVY EQUIPMENT MAY REQUIRE LARGER COVER AS DETERMINED BY THE CONTRACTOR.

THE PIPE VOLUME SHOULD NOT BE SUBTRACTED FROM THE VOLUME OF EXCAVATION.

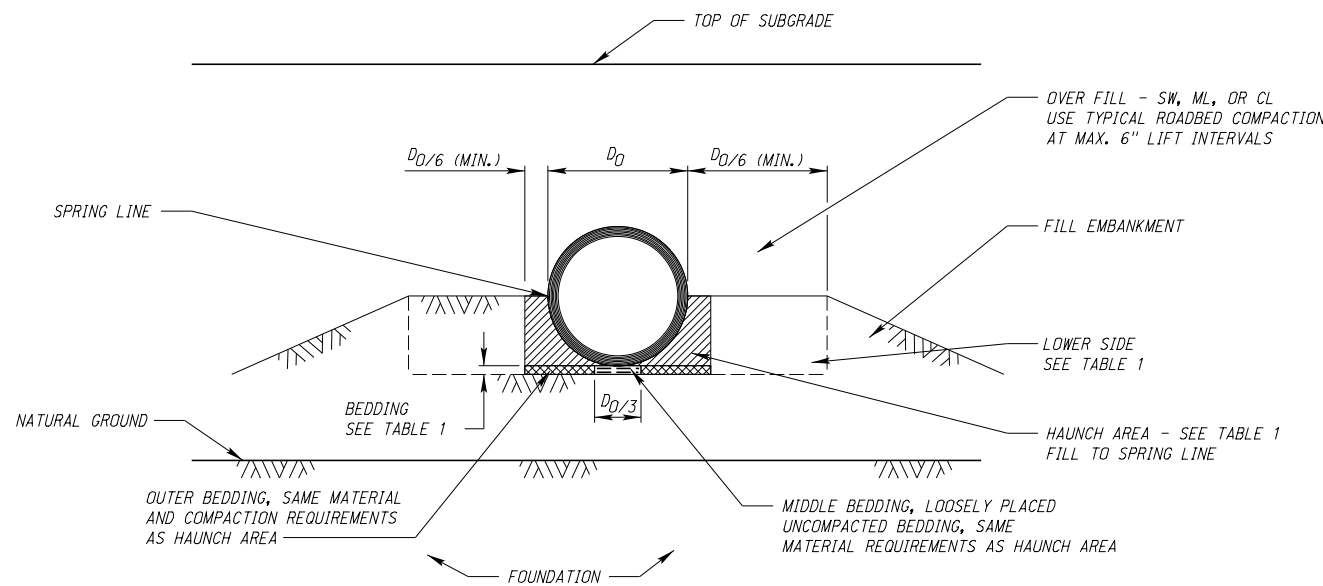
THESE DESIGN STANDARDS ARE MINIMUM. IF A MORE RESTRICTIVE DESIGN IS REQUIRED BY THE ENGINEER OR CULVERT MANUFACTURER, THEN THESE STANDARDS SHALL BE MODIFIED. CHANGES TO PAY ITEM QUANTITIES DUE TO UNFORESEEN SITE CONDITIONS SHALL BE CALCULATED AND INCORPORATED INTO THE CONTRACT THRU A CHANGE ORDER.

BOTH ENDS OF THE PIPE SHALL BE SEALED WITH COHESIVE SOIL (AROUND THE PIPE EXTENDING 3 FT. TO 4 FT. FROM EACH END) TO PROTECT AGAINST INFILTRATION AND EROSION.

BEDDING AND BACKFILL MATERIAL IS NOT PAID FOR DIRECTLY, BUT IS SUBSIDIARY TO THE LINEAR FEET OF CULVERT.

BEDDING AND BACKFILL MATERIAL SHALL MEET ASTM D 2487 (SOIL GROUPS AS SHOWN IN TABLE 3).

PERCENT COMPACTION SHALL BE DETERMINED IN ACCORDANCE WITH NDOR STANDARD TEST METHOD T 99.



TYPICAL EMBANKMENT INSTALLATION


R2	JAN. 18	NDOR BORDER TO NDOT BORDER
R1	OCT. 14	UP TO 60" PLASTIC ALLOWED IN ALL OF TABLE 1 - PLASTIC
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 411-R2 BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		ORIGINAL: JUNE 6, 2008 DATE
		
		2 4

TABLE 1 - CONCRETE STANDARD INSTALLATIONS, SOILS AND MINIMUM COMPACTION REQUIREMENTS

INSTALLATION TYPE	BEDDING THICKNESS	HAUNCH AND OUTER BEDDING	LOWER SIDE
TYPE 1	D ₀ /24 MINIMUM, NOT LESS THAN 3" IF ROCK FOUNDATION, USE D ₀ /12 MINIMUM, NOT LESS THAN 6".	95% SW	90% SW, 95% ML OR 100% CL
TYPE 2		90% SW OR 95% ML	85% SW, 90% ML OR 95% CL
*TYPE 3		85% SW, 90% ML, OR 95% CL	85% SW, 90% ML OR 95% CL

NOTES:

* THE TYPE 3 INSTALLATION (SHADED) IN TABLE 4 IS THE NDDOR MINIMUM STANDARD, USING EITHER A SHAPED TRENCH ACCORDING TO THE STANDARD SPECIFICATIONS, OR AT THE OPTION OF THE CONTRACTOR, THE BEDDING WITH COMPACTIONS AS SHOWN.

MAXIMUM FILL HEIGHTS FOR THE TYPE 1, 2, AND 3 INSTALLATIONS ARE SHOWN IN TABLE 4.

INSTALLATION TYPE 2 AND TYPE 1 ARE IMPROVED METHODS IN ORDER TO SUPPORT HIGHER FILL HEIGHTS USING CLASS III, IV, AND V CIRCULAR CONCRETE PIPE. INSTALLATION TYPE 1 WILL PROVIDE THE BEST IN-SITU PERFORMANCE USING GREATER COMPACTION WITH GRANULAR BEDDING AND BACKFILL. THE CONTRACTOR WILL CHOOSE THE INSTALLATION TYPE AND CLASS OF PIPE. ACTUAL PROJECT FILL HEIGHTS MUST BE KNOWN IN ORDER TO USE TABLE 4.

ROUND EQUIVALENT, NON-CIRCULAR PIPE SUCH AS ARCH OR ELLIPTICAL PIPE, MAY BE SELECTED, PROVIDED SUCH PIPE ARE DESIGNED AND MANUFACTURED TO THE SAME D-LOADS AND ULTIMATE STRENGTHS (SEE TABLE 5) AS THE SELECTED CIRCULAR PIPE FROM THE FILL HEIGHT TABLE.

TABLE 5 D-LOADS FOR CONCRETE PIPE

PIPE CLASS	III	IV	V
D-LOAD TO PRODUCE A 0.01-IN. CRACK	1350	2000	3000
D-LOAD TO PRODUCE THE ULTIMATE LOAD	2000	3000	3750

NOTES:

LOAD ON PIPE IN POUNDS PER LINEAR FOOT = D-LOAD X INSIDE SPAN IN FEET
D-LOAD = TEST LOAD EXPRESSED IN POUNDS-FORCE PER LINEAR FOOT PER FOOT OF DIAMETER

TABLE 4 MAXIMUM FILL HEIGHTS (FEET) FOR STANDARD DESIGN (AASHTO M 170) ROUND CONCRETE PIPE

PIPE SIZE (IN.)	INSTALLATION TYPE 3* (NDDOR STANDARD)			INSTALLATION TYPE 2			INSTALLATION TYPE 1		
	CLASS III	CLASS IV	CLASS V	CLASS III	CLASS IV	CLASS V	CLASS III	CLASS IV	CLASS V
15	12	15	21	15	19	26	23	28	40
18	12	17	24	16	22	30	24	32	45
21	13	19	26	16	24	32	25	37	48
24	13	19	26	17	24	33	25	32	45
27	13	17	26	17	21	34	23	26	51
30	12	14	25	15	17	32	20	21	49
36	10	16	24	13	21	31	20	31	47
42	10	15	23	13	19	29	20	29	44
48	10	14	22	13	18	29	20	28	43
54	10	14		13	17		20	27	
60	9	14		12	18		19	28	
66	9	14		12	18		19	28	
72	9	14		12	18		19	28	
78	9			12			19		
84	9			12			19		
90	9			12			20		
96	9			12			19		
102	10			13			20		
108	10			14			22		

TABLE 4 NOTES:

AASHTO M 170 SPECIFICATIONS ARE MODIFIED AS FOLLOWS:

ONLY SINGLE INNER CAGE, CIRCULAR REINFORCING IS ALLOWED FOR CLASS III, 15", 18", 21", AND 24" ROUND RCP AS SHOWN:

PIPE SIZE (IN.)	CLASS	MINIMUM CIRCUMFERENTIAL REINFORCING (IN. ² /FT. OF PIPE WALL)
15	III	0.08
18	III	0.10
21	III	0.12
24	III	0.14


APPLICABLE SPECIFICATIONS:

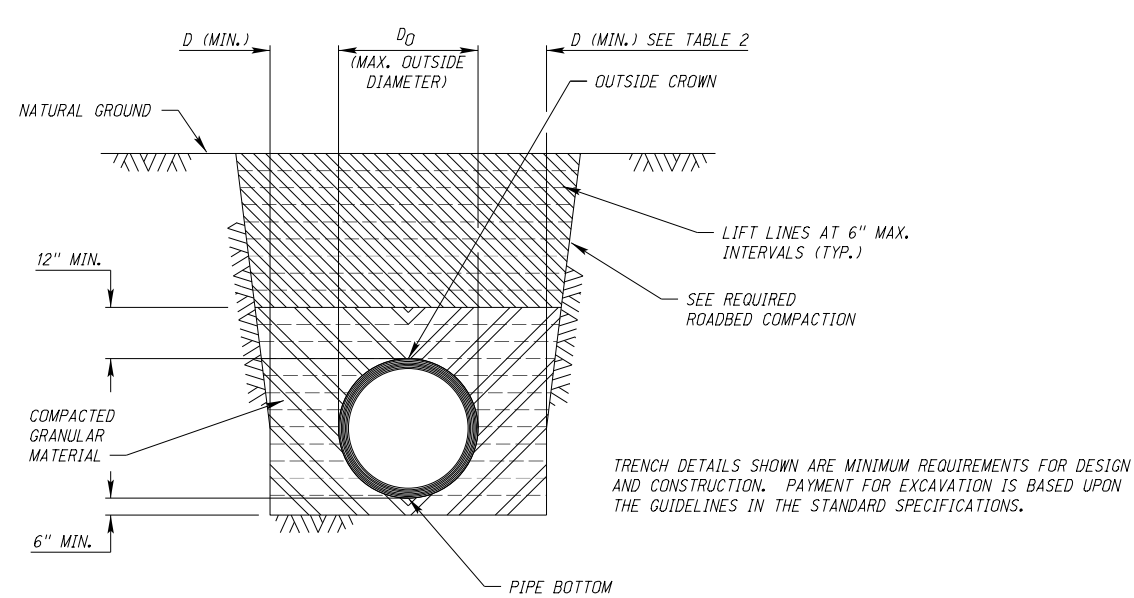
- AASHTO M 170---ROUND RCP
- AASHTO M 206---ARCH RCP
- AASHTO M 207---ELLIPTICAL RCP

GENERAL NOTES:

FILL HEIGHTS SHOWN IN TABLE 4 WERE DEVELOPED USING ASCE STANDARDS FOR DIRECT DESIGN OF BURIED PRECAST CONCRETE PIPE, MANUFACTURED IN ACCORDANCE WITH AASHTO M 170 SPECIFICATION REQUIREMENTS (SEE TABLE 4 FOOTNOTE FOR EXCEPTIONS). FILL HEIGHTS SHOWN APPLY ONLY TO ROUND PIPE (UNDER FULL FLOW CONDITIONS), USED UNDER RIGID AND FLEXIBLE PAVEMENT, WITH SOIL OVERFILL WEIGHING 120 POUNDS PER CUBIC FOOT. UNDER SPECIAL CIRCUMSTANCES (WHERE PAVEMENT IS NOT USED AND LIVE LOAD BECOMES CRITICAL, OR DIFFERENT SOIL DENSITY IS ENCOUNTERED, OR THE ONE FOOT MINIMUM CLEARANCE FROM THE BOTTOM OF THE PAVEMENT TO THE TOP OF THE PIPE CANNOT BE MAINTAINED) THESE FILL HEIGHTS MAY NEED TO BE MODIFIED. DEEPER FILL HEIGHTS MAY BE USED BY SUBMITTING A SPECIAL STANDARD INSTALLATION DIRECT DESIGN (SIDD) FOR NDDOR APPROVAL.

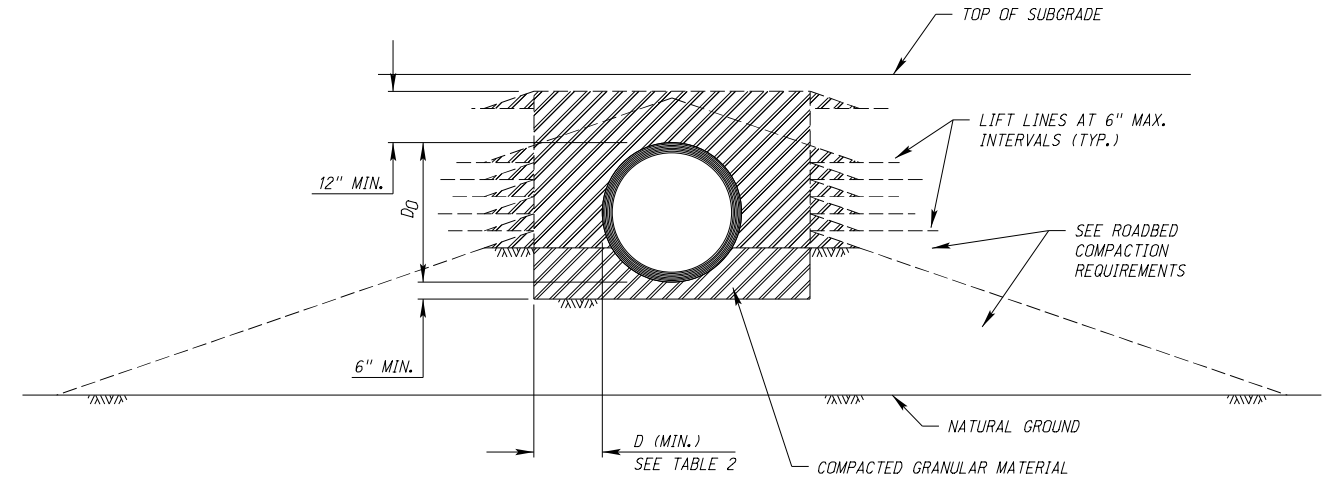
CONCRETE PIPE DESIGNS THAT ARE NOT SHOWN IN APPLICABLE AASHTO SPECIFICATIONS WILL BE CONSIDERED SPECIAL DESIGNS THAT MUST BE SUBMITTED TO NDDOR FOR APPROVAL.

R2	JAN. 18	NDDOR BORDER TO NDOT BORDER
R1	OCT. 14	UP TO 60" PLASTIC ALLOWED IN ALL OF TABLE 1 - PLASTIC
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 411-R2 BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		ORIGINAL: JUNE 6, 2008 DATE
		
		3 4



TRENCHES SHALL BE EXCAVATED IN ACCORDANCE WITH APPROVED SAFETY PRACTICE.

TYPICAL TRENCH INSTALLATION



TYPICAL EMBANKMENT INSTALLATION

TABLE 1 - PLASTIC SOIL CLASSIFICATION FOR GRANULAR FILL MATERIAL

SOIL GROUP SYMBOL D 2487	DESCRIPTION	% PASSING SIEVE SIZES		
		1 1/2 IN.	NO. 4	NO. 200
GW	WELL GRADED GRAVEL AND GRAVEL-SAND MIXTURES; LITTLE OR NO FINES.	100%	50% OF COARSE FRACTION	5%
GP	POORLY GRADED GRAVEL AND GRAVEL-SAND MIXTURES; LITTLE OR NO FINES.			
SW	WELL GRADED SAND AND GRAVEL-SANDS; LITTLE OR NO FINES.			
SP	POORLY GRADED SAND AND GRAVEL-SANDS; LITTLE OR NO FINES.			
E.G. GW-GC SP-SM	SAND AND GRAVELS WHICH ARE BORDER LINE BETWEEN CLEAN AND WITH FINES.	100%	VARIABLES	5% TO 12%
GM	SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURES.	100%	50% OF COARSE FRACTION	12% TO 50%
GC	CLAYEY-GRAVEL, GRAVEL-SAND-CLAY MIXTURES.			
SM	SILTY SANDS, SAND-SILT MIXTURES.			

TABLE 2 - PLASTIC MINIMUM D (INCHES)

NOMINAL PIPE DIAMETER (INCHES)	TRENCH INSTALLATION		EMBANKMENT INSTALLATION	
	METAL PIPE	PLASTIC PIPE	METAL PIPE	PLASTIC PIPE
15	11	11	15	15
18	12	12	18	18
24	13	13	24	24
30	15	15	24	24
36	17	17	24	24
42	24	24	24	24
48	24	24	24	24
54	24	24	24	24
60	24	24	24	24
66	24	24	24	24
72	24	24	24	24
78	24	24	24	24
84	24	24	24	24

NOTES:

INSTALLATIONS AS SHOWN ARE REQUIRED UNDER ALL SURFACED ROADWAYS. BEDDING AND BACKFILL FOR DRIVE PIPE OR OTHER PIPE OUTSIDE THE ROADWAY PRISM (OR BACK OF CURB-LINE FOR URBAN PROJECTS) MAY BE INSTALLED USING SUITABLE EXISTING SOIL, PLACED AND COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

WHERE IN-SITU LATERAL SOIL RESISTANCE IS NEGLIGIBLE E.G. PEAT, MUCK, OR HIGHLY EXPANSIVE SOIL, EMBEDMENT SHALL BE PLACED AND COMPACTED AT THE DIRECTION OF THE ENGINEER.

TO PROTECT THE PIPE AND BACKFILL DURING CONSTRUCTION, PROVIDE A MINIMUM OF 36" OF COMPACTED FILL MATERIAL OVER THE TOP OF THE PIPE BEFORE ALLOWING ANY HEAVY EQUIPMENT TO TRAVERSE OVER THE PIPE. EXTREMELY HEAVY EQUIPMENT MAY REQUIRE LARGER COVER AS DETERMINED BY THE CONTRACTOR.

PIPE VOLUME SHOULD NOT BE SUBTRACTED FROM THE VOLUME OF EXCAVATION.

THESE DESIGN STANDARDS ARE MINIMUM. IF A MORE RESTRICTIVE DESIGN IS REQUIRED BY THE ENGINEER OR THE CULVERT MANUFACTURER, THEN THESE STANDARDS SHALL BE MODIFIED. CHANGES TO PAY ITEM QUANTITIES DUE TO UNFORESEEN SITE CONDITIONS SHALL BE CALCULATED AND INCORPORATED INTO THE CONTRACT BY A CHANGE ORDER.

EXPOSED ENDS OF THE PIPE SHALL BE SEALED WITH COHESIVE SOIL (AROUND THE PIPE EXTENDING 3 FT. TO 4 FT. FROM EACH END) TO PROTECT AGAINST INFILTRATION AND EROSION.

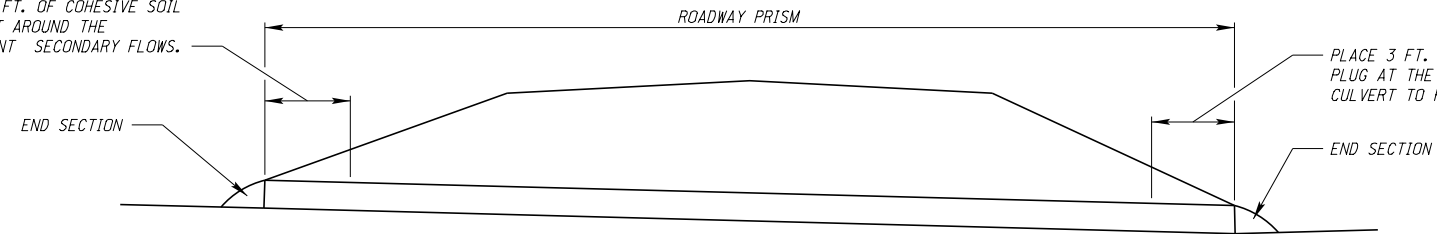
GRANULAR FILL MATERIAL IS NOT PAID FOR DIRECTLY, BUT IS SUBSIDIARY TO THE LINEAR FEET OF CULVERT.

GRANULAR MATERIAL SHALL MEET ASTM D 2487 (SOIL GROUP AS SHOWN IN TABLE 1). MATERIAL SHALL BE COMPACTED TO AT LEAST 90% PROCTOR TEST DENSITY.


PERCENT COMPACTION SHALL BE DETERMINED IN ACCORDANCE WITH NDDOT STANDARD TEST METHOD T 99.

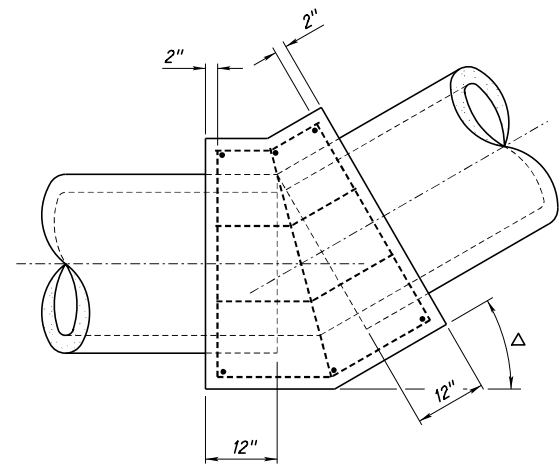
PLACE 3 FT. TO 4 FT. OF COHESIVE SOIL PLUG AT THE INLET AROUND THE CULVERT TO PREVENT SECONDARY FLOWS.

PLACE 3 FT. TO 4 FT. OF COHESIVE SOIL PLUG AT THE OUTLET AROUND THE CULVERT TO PREVENT EROSION.

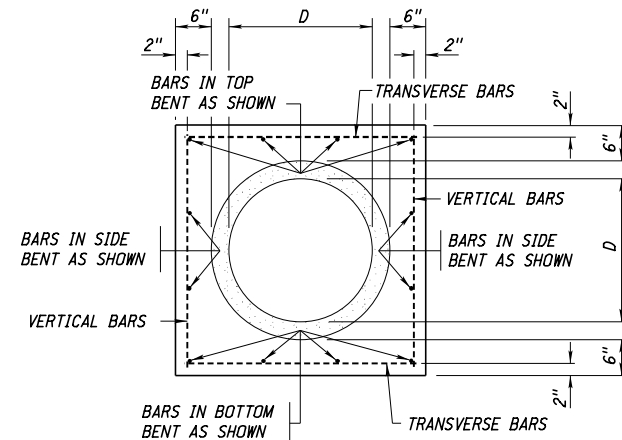


LIMITS OF BEDDING AND BACKFILL

R2	JAN. 18	NDDOT BORDER TO NDOT BORDER
R1	OCT. 14	UP TO 60" PLASTIC ALLOWED IN ALL OF TABLE 1 - PLASTIC
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 411-R2 BEDDING AND BACKFILL REQUIREMENTS FOR MCCMP, PCCMP, & PLASTIC PIPE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		4 4
		
DATE		ORIGINAL: JUNE 6, 2008 DATE

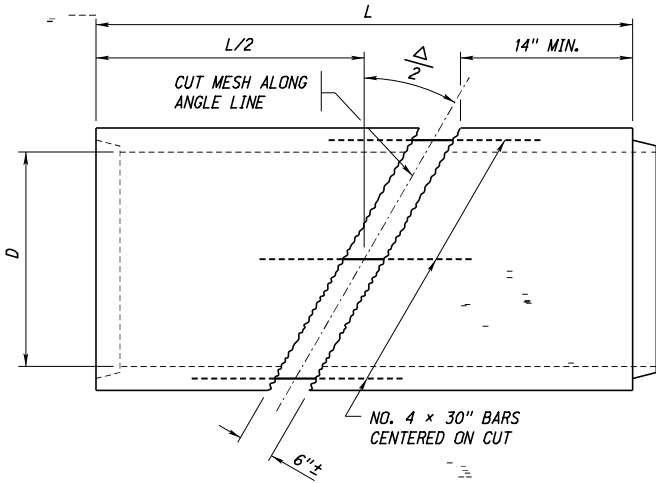


SIDE ELEVATION

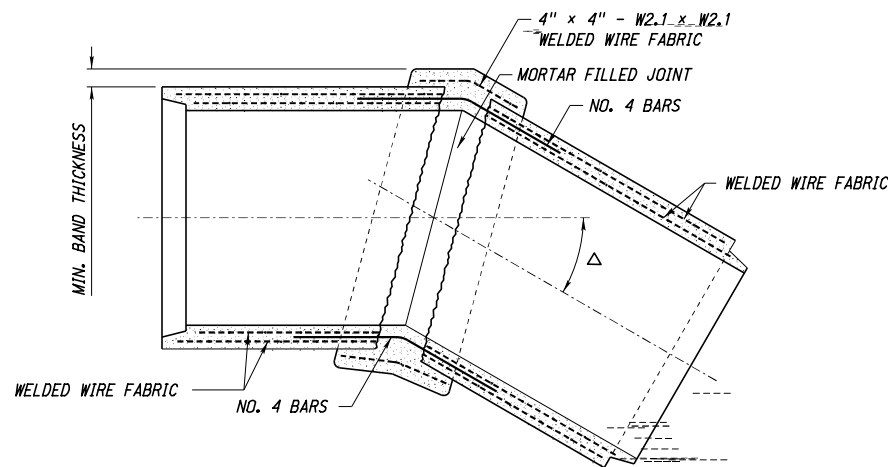


END ELEVATION

DETAILS OF COLLARS

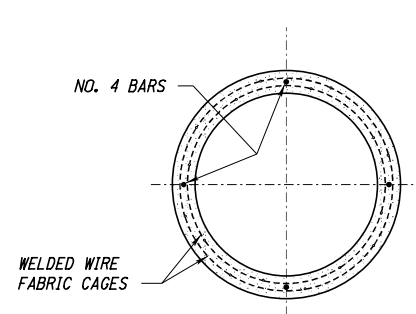


CUTTING DETAIL

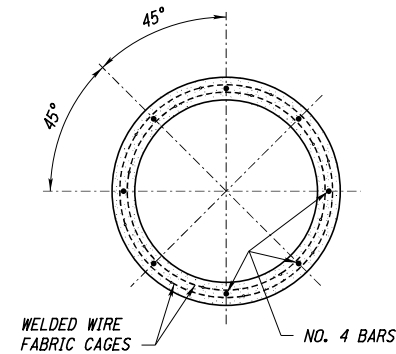


BENDING DETAIL

DETAILS OF CONCRETE ELBOWS



12" THROUGH 24" PIPE DIAMETERS



OVER 24" PIPE DIAMETER

BAR LOCATION DETAILS

DATA FOR PRECAST ELBOWS			
SIZE OF PIPE "D"	MINIMUM BAND THICKNESS	Δ MAXIMUM	
		L-6'	L-7 1/2'
12"	1"	90°	90°
15"	1"	90°	90°
18"	1"	90°	90°
21"	1"	90°	90°
24"	1 1/8"	90°	90°
27"	1 1/8"	90°	90°
30"	1 1/4"	90°	90°
36"	1 3/8"	81°	90°
42"	1 1/2"	73°	90°
48"	1 3/4"	66°	88°
54"	2"	60°	81°
60"	2"	55°	75°

SCHEDULE OF BARS FOR COLLAR					
SIZE OF PIPE "D"	BAR SIZE	NUMBER OF BARS			
		TRANS-VERT	TOP	ONE SIDE	BOTTOM
12"	NO. 4	12	4	2	4
15"	NO. 4	12	4	2	4
18"	NO. 4	12	4	2	4
21"	NO. 4	12	4	2	4
24"	NO. 4	12	4	2	4
27"	NO. 4	12	4	2	5
30"	NO. 4	12	4	2	5
36"	NO. 4	12	4	2	5
42"	NO. 4	12	5	3	6
48"	NO. 4	12	5	3	6
54"	NO. 4	12	5	3	6
60"	NO. 4	12	5	3	6

DATA FOR COLLARS			
SIZE OF PIPE "D"	Δ	CONCRETE (CU. YDS.)	REINF. STEEL (LBS.)
12"	0°	0.30	32
	15°	0.33	33
	30°	0.36	36
	45°	0.39	37
15"	0°	0.36	35
	15°	0.40	36
	30°	0.43	38
	45°	0.47	40
18"	0°	0.42	38
	15°	0.49	41
	30°	0.56	44
	45°	0.64	46
21"	0°	0.47	40
	15°	0.55	42
	30°	0.64	46
	45°	0.74	48
24"	0°	0.53	43
	15°	0.63	45
	30°	0.74	49
	45°	0.86	51
27"	0°	0.57	45
	15°	0.70	48
	30°	0.84	52
	45°	0.99	55
30"	0°	0.63	49
	15°	0.79	53
	30°	0.96	57
	45°	1.14	61
36"	0°	0.77	53
	15°	1.01	58
	30°	1.26	63
	45°	1.53	68
42"	0°	0.96	65
	15°	1.32	72
	30°	1.69	80
	45°	2.09	91
48"	0°	1.16	68
	15°	1.66	77
	30°	2.19	86
	45°	2.75	95
54"	0°	1.34	75
	15°	2.01	84
	30°	2.70	95
	45°	3.44	106
60"	0°	1.54	77
	15°	2.39	89
	30°	3.28	100
	45°	4.23	113

NOTES:

THE DIMENSIONS FOR CONCRETE PIPE SHOWN ON THIS PLAN ARE FOR CLASS III REINFORCED CONCRETE PIPE, AASHTO DESIGNATION M170, WALL "B".

ALL QUANTITIES ARE BASED ON DIMENSIONS SHOWN ON THIS PLAN. NO ADJUSTMENTS WILL BE MADE IN THESE QUANTITIES IF OTHER STRENGTH STANDARD PIPE IS FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS OR IF COLLARS ARE USED ON PIPE OTHER THAN CONCRETE.

WHEN A CONCRETE COLLAR, CONNECTING EXISTING AND NEW CONCRETE PIPE, IS CONSTRUCTED WITH A BEND, IT SHALL BE CONSIDERED AS A COLLAR NOT AN ELBOW.

ALL REINFORCING STEEL USED SHALL CONFORM TO THE REQUIREMENTS OF THE ASTM DESIGNATIONS A615/A615M, GRADE 60. ALL BAR DESIGNATIONS ARE IN CUSTOMARY U.S. UNITS.

ALL CONCRETE USED SHALL BE CLASS 47B-3000.

FOR A SINGLE LINE OF REINFORCING WIRE MESH, TIE REINFORCING BARS ON THE OUTSIDE OF THE CAGE.

FOR A DOUBLE LINE OF REINFORCING WIRE MESH, TIE REINFORCING WIRE MESH ON THE INSIDE OF THE OUTSIDE CAGE.

REINFORCING BARS SHALL BE LAPPED WHERE THE BEND IS MADE.

REINFORCING WIRE MESH SHALL BE LAPPED AND TIED WHERE THE BEND IS MADE.

WELDED WIRE FABRIC OR EQUAL SHALL BE LAPPED 12" AT SPLICES.

THE ORIENTATION OF THE PIPE SHALL BE MARKED WHEN CASTING TO ASSURE ADEQUATE REINFORCING BAR EMBEDMENT AND PROPER ALIGNMENT WHEN CUTTING AND ROTATING.

ALL PIPE DIMENSIONS SHOWN ARE NOMINAL.

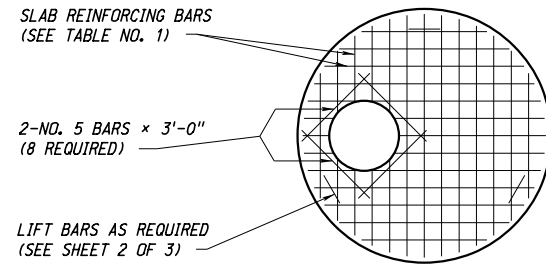
R5	JAN 18	NDOR BORDER TO NDOT BORDER
R4	JAN 07	REMOVED REFERENCE TO CONC. AX-3000
R3	AUG 99	COMPUTER FILE/CHANGES
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 425-R5
**COLLARS AND ELBOWS
FOR CONCRETE PIPE**

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:



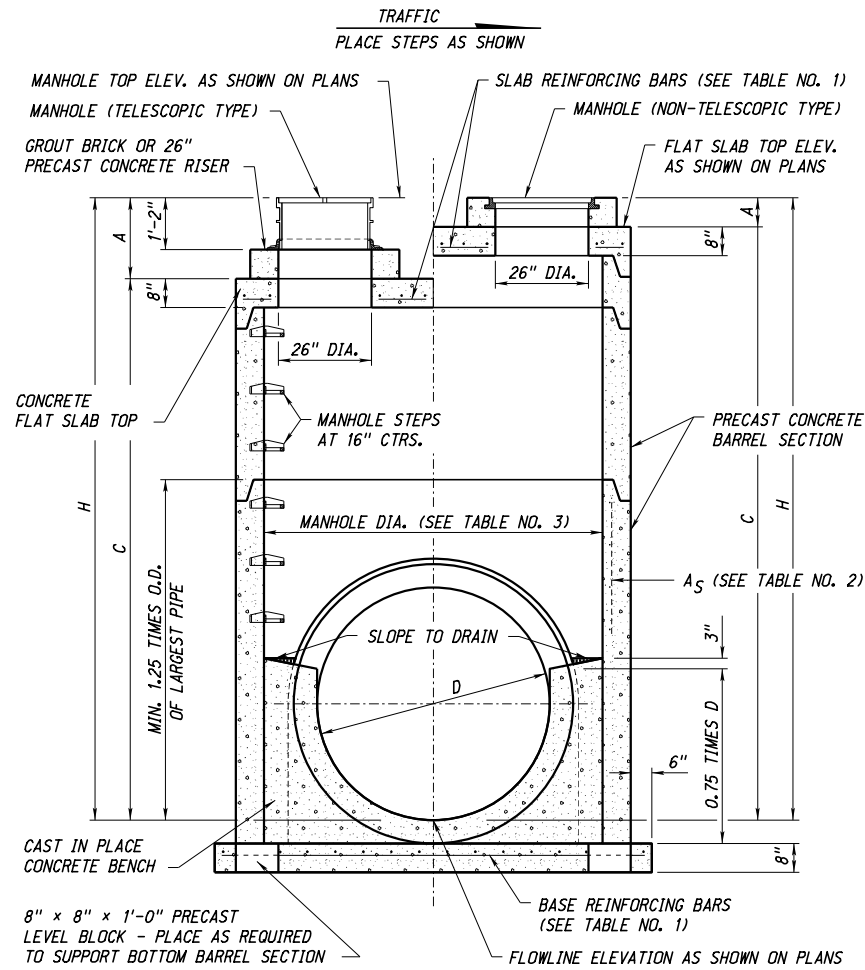
DATE _____
ORIGINAL:
FEBRUARY 22, 1974
DATE _____



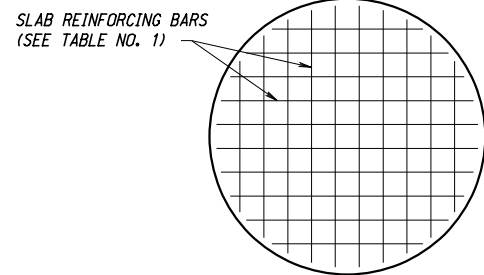
FLAT SLAB BASE

TABLE NO. 1 BASE AND TOP SLAB FOR ROUND MANHOLE	
MANHOLE DIAMETER	SLAB REINFORCING BAR SIZE AND SPACING
48" - 60"	NO. 4 AT 6" CTRS.
66" & 72"	NO. 5 AT 7 1/2" CTRS.
88" & 96"	NO. 5 AT 6 1/2" CTRS.
120"	NO. 5 AT 5 1/2" CTRS.

TABLE NO. 2 CIRCUMFERENTIAL REINFORCEMENT PER FOOT OF BARREL	
DIAMETER BARREL SECTION	AREA OF STEEL A _s (SQ. IN./FT.)
84"	0.37
96"	0.47
120"	0.70

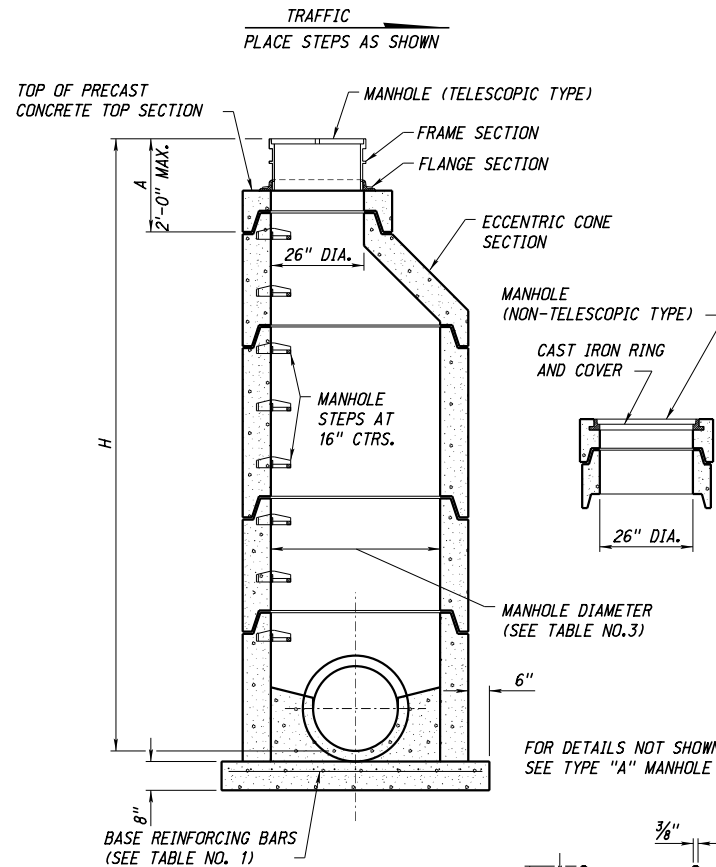


TYPE "A"

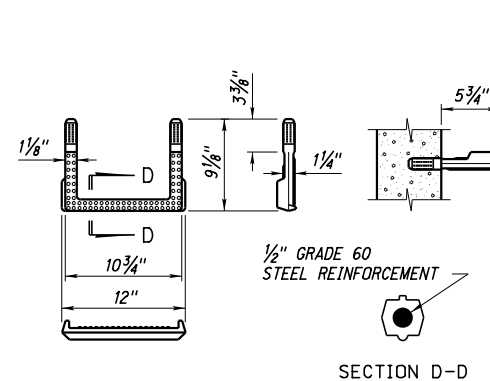
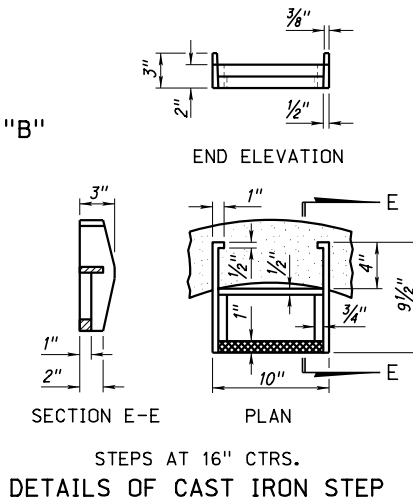


TYPE "A" AND "B" BASE

TABLE NO. 3 MANHOLE SIZE BASED ON LARGEST PIPE INTO MANHOLE	
LARGEST PIPE DIAMETER	MINIMUM MANHOLE DIAMETER
24" OR LESS	48"
30"	54"
36"	60"
42"	66"
48"	72"
54"	84"
66"	96"
84"	120"



TYPE "B"



STEPS AT 16" CTRS.
DETAILS OF POLYPROPYLENE
ENCAPSULATED STEEL ROD STEP
(ALTERNATE DESIGN)

NOTES

DIMENSION "A" SHALL BE THE DIFFERENCE BETWEEN THE MANHOLE TOP ELEVATION AND THE FLAT TOP ELEVATION FOR TYPE "A" MANHOLE. DIMENSION "A" SHALL BE THE DIFFERENCE BETWEEN THE TOP MANHOLE ELEVATION AND THE TOP OF THE ECCENTRIC TRANSITION SECTION FOR TYPE "B" MANHOLE. THE MIN. DIMENSION "A" SHALL BE 9" UNDER PAVEMENT AND 1'-4" OUTSIDE THE PAVEMENT. DIMENSION "A" SHALL NOT EXCEED 2'-0". WHEN RECONSTRUCTING OR ADJUSTING TO GRADE AN EXISTING MANHOLE, TYPE "A" OR "B", DIMENSION "A" MAY BE INCREASED TO 5'-0" MAX., IF THE RECONSTRUCTION WOULD REQUIRE DIMENSION "A" TO BE IN EXCESS OF 5'-0", THEN THE CONE SECTION OF THE FLAT SLAB TOP MUST BE RAISED AND THE 2'-0" MAX. DIMENSION "A" WILL AGAIN APPLY.

DIMENSION "C" SHALL BE THE DIFFERENCE BETWEEN THE FLOWLINE ELEVATION SHOWN ON THE PLANS AND THE FLAT SLAB TOP ELEVATION WHEN SHOWN ON THE PLANS. ONE OR MORE PRECAST CONCRETE BARREL SECTIONS MAY BE PROVIDED TO OBTAIN THE REQUIRED HEIGHT. THE CONTRACTOR MAY PROVIDE ANY COMBINATION OF STANDARD LENGTH PRECAST CONCRETE SECTIONS THAT WILL EQUAL OR EXCEED DIMENSION "C". IF ADDITIONAL LENGTH IS PROVIDED, THE LEVEL BLOCKS SHALL BE SET AT THE PROPER ELEVATION BELOW THE FLOWLINE SO THAT THE FLAT SLAB TOP ELEVATION SHOWN ON THE PLANS WILL BE OBTAINED. ALL ADDITIONAL MATERIAL OR WORK REQUIRED SHALL BE AT THE CONTRACTOR'S EXPENSE.

DIMENSION "H" SHALL BE THE DIFFERENCE BETWEEN THE FLOWLINE ELEVATION SHOWN ON THE PLANS AND THE MANHOLE TOP ELEVATION SHOWN ON THE PLANS.

THE FURNISHING AND PLACING OF MANHOLE STEPS AND LIFT BARS SHALL BE SUBSIDIARY TO THE MANHOLE.

MATCH TOP INSIDE SURFACES OF THE PIPES COMING INTO THE MANHOLE WHENEVER POSSIBLE. THE MANHOLE BENCH SHALL COME UP TO 3/4 THE DIA. OF THE LARGEST PIPE AND SLOPE UP 3" TO THE SIDE. CONTOUR THE BENCH TO DRAIN.

THE MIN. CLEARANCE OF REINFORCING STEEL SHALL BE 2".

BARREL DIA. SHOWN ON THE PLAN ARE THE MIN. DIA. THAT MAY BE USED AT EACH LOCATION. THESE DIA. ARE BASED ON CENTER BARREL SECTIONS WHICH ARE USUALLY AVAILABLE FROM THE FABRICATOR. THE CONTRACTOR MAY PROVIDE BARREL SECTIONS OF LARGER DIA. THAN SHOWN ON THE PLAN. NO ADDITIONAL PAYMENT SHALL BE MADE FOR BARREL SECTIONS OF A LARGER DIA. THAN SHOWN ON THE PLANS.

EACH SECTION SHALL BE SET IN A FRESH BED OF MORTAR AND POINTED UP INSIDE AND OUT, OR A COLD FORMED JOINT MATERIAL CONFORMING TO FEDERAL SPECIFICATIONS SS-5-00210.

THE CONTRACTOR MAY, AT HIS OPTION, CAST-IN-PLACE THE FIRST SECTION OF THE MANHOLE WHEN THE STANDARD KNOCKOUTS ARE NOT AVAILABLE. THE CONCRETE WALL THICKNESS AND REINFORCING STEEL AREA SHALL BE AS SHOWN FOR THE RESPECTIVE "H" DIMENSION IN CHART NO. 1 FOR MANHOLE TYPE "C". THE MIN. LS AND SS DIMENSION SHALL BE OF SUFFICIENT DIMENSION TO ACCOMMODATE PIPES ENTERING THE RESPECTIVE WALL. THE TOP OF THE CAST-IN-PLACE SECTION SHALL BE FORMED TO THE SAME DIA. AS THE RESPECTIVE PRECAST SECTION.

UNLESS SPECIFIED IN THE PLANS, THE CONTRACTOR MAY DETERMINE THE TYPE MANHOLE TO BE CONSTRUCTED.

THE CONTRACTOR MAY, AT HIS OPTION, USE TRANSITION SECTIONS TO REDUCE THE BARREL SIZE OF THE MANHOLE. DIMENSION "A" CANNOT EXCEED 2'-0" ON THE 26" DIA. RISER SECTION.

WHEN USING BRICK FOR THE FINAL ADJUSTMENT OF THE FLANGE SECTION, A DOUBLE ROW OF BRICK PLASTERED 1/2" THICK INSIDE AND OUT SHALL BE USED. THE BRICK SHALL CONFORM TO REQUIREMENTS OF ASTM C32.

PRECAST MANHOLE SECTIONS MAY BE SET WITH EITHER THE TONGUE END UP OR THE GROOVE END UP.

R2	JAN 18	NDOR BORDER TO NDOT BORDER
R1	NOV 98	MULTIPLE REVISIONS
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 435-R2

MANHOLE

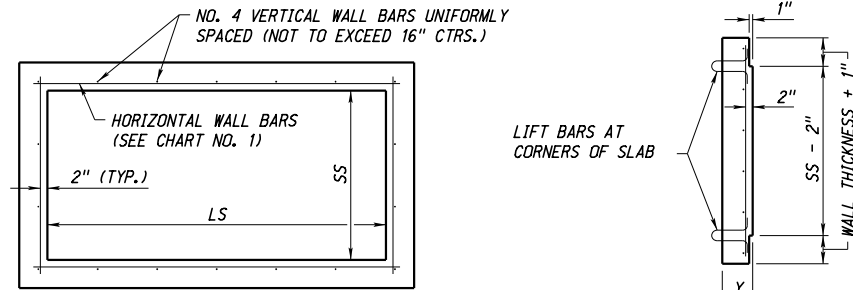
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

MARK J. TRAYNOWICZ
E-8119

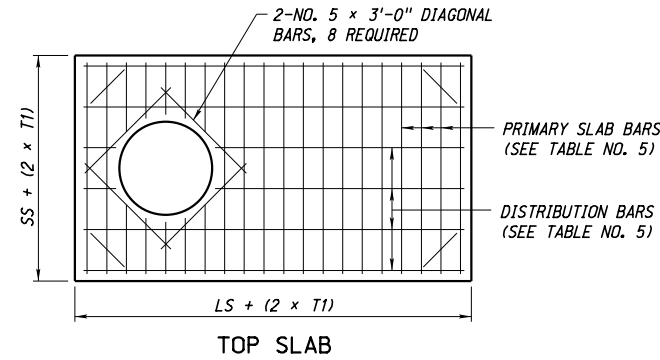
DATE _____

ORIGINAL:
APRIL 4, 1988
DATE _____

1
3



SECTION A-A



TOP SLAB

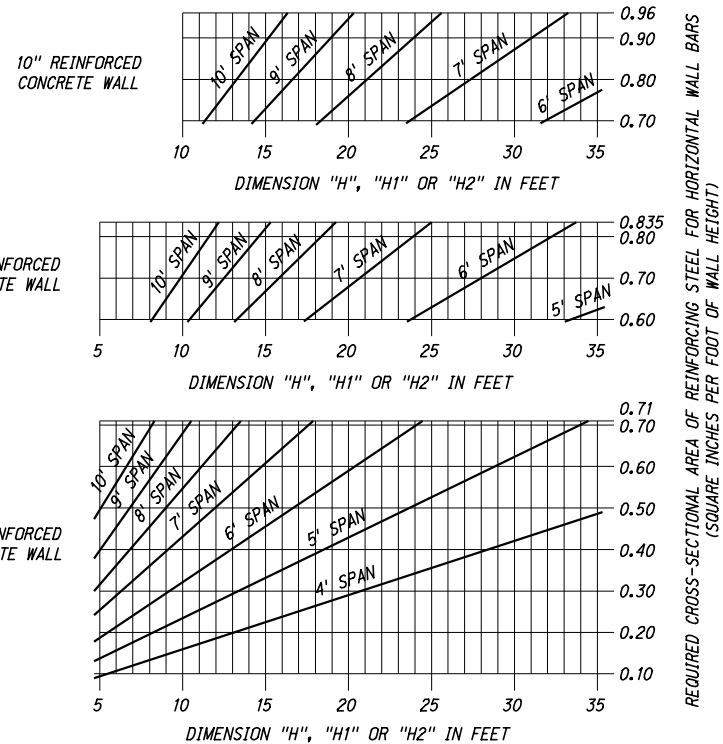


CHART NO. 1

NOTES

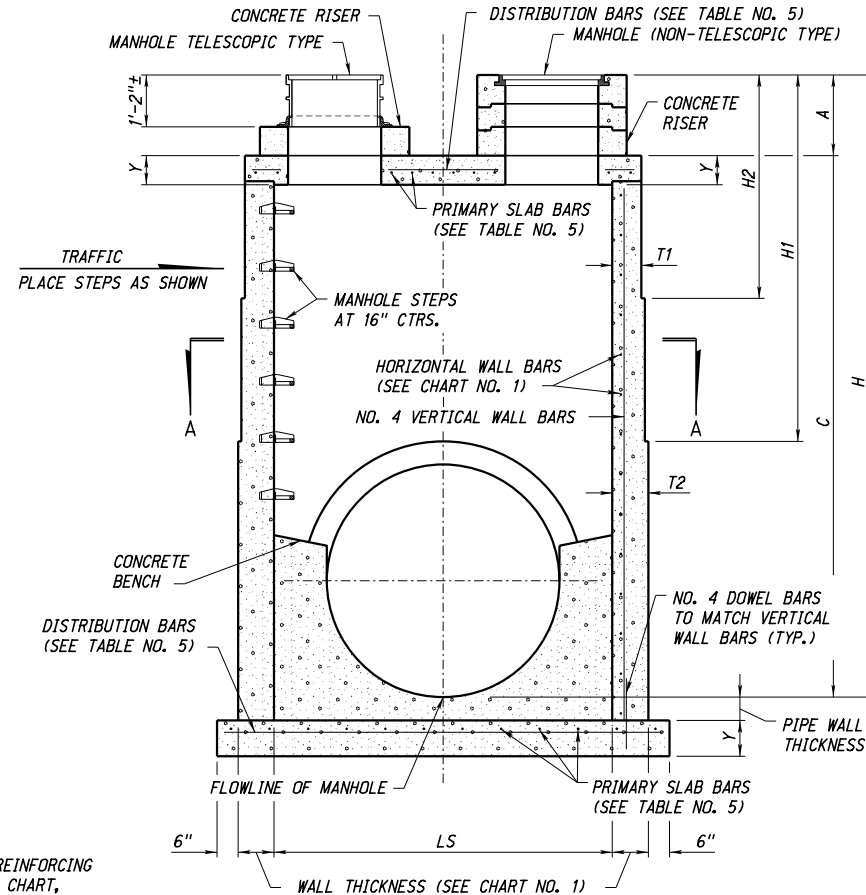
CHART NO. 1 SHALL BE USED TO DETERMINE THE WALL THICKNESS AND THE AMOUNT OF HORIZONTAL REINFORCING STEEL REQUIRED FOR A PARTICULAR VALUE OF "H" AND A LONG SPAN DIMENSION "LS". TO USE THE CHART, LOCATE THE POINT OF INTERSECTION OF A VERTICAL "H" DIMENSION LINE WITH A SLOPING SPAN LENGTH LINE. FROM THIS POINT OF INTERSECTION, DRAW A HORIZONTAL LINE TO THE RIGHT TO FIND THE REQUIRED AMOUNT OF HORIZONTAL REINFORCING STEEL PER FOOT OF WALL HEIGHT. THE REQUIRED WALL THICKNESS WILL BE FOUND AT THE LEFT OF THE PARTICULAR CHART SECTION.

EXAMPLE 1: GIVEN A MANHOLE WITH H = 13 FEET AND LONG SPAN LS = 6 FEET. FROM THE CHART FIND THAT A 8" THICK WALL WITH 0.40 SQ. IN./FT. OF REINFORCING STEEL IS REQUIRED. THE HORIZONTAL BARS MAY BE NO. 4 AT 6" SPACING OR NO. 5 AT 9" SPACING. (SEE TABLE NO. 4)

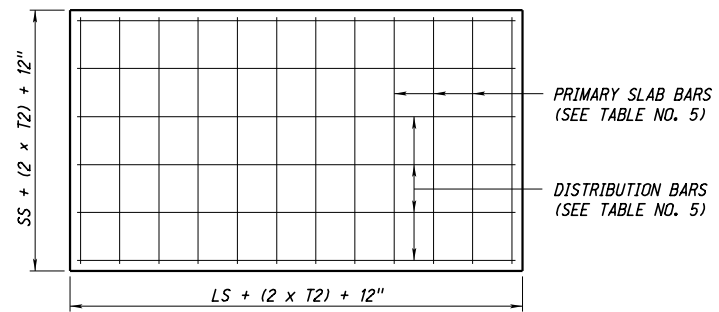
EXAMPLE 2: GIVEN A MANHOLE WITH H = 19 FEET AND LONG SPAN LS = 7.5 FEET. NOTE THAT THE CENTER SECTION OF THE CHART MUST BE USED WHICH INDICATES THAT A 9" THICK WALL IS REQUIRED. ON THE VERTICAL LINE REPRESENTING H = 19 FEET, FIND A POINT MIDWAY BETWEEN THE 7-FOOT AND 8-FOOT SPAN LENGTH LINES. THE REQUIRED AMOUNT OF HORIZONTAL REINFORCING STEEL WOULD THEN BE READ AS 0.73 SQ. IN./FT., WHICH COULD BE PROVIDED BY USING NO. 5 BARS AT 5" SPACING OR NO. 6 BARS AT 7" SPACING. (SEE TABLE NO. 4)

THE WALL THICKNESS AND THE AMOUNT OF HORIZONTAL REINFORCING AS DETERMINED FROM THE CHART SHALL BE USED FOR ALL FOUR WALLS IN A PARTICULAR LIFT OR POUR. THE SAME WALL DESIGN MAY BE USED THROUGHOUT THE HEIGHT OF THE MANHOLE, OR A DIFFERENT WALL DESIGN FOR THE NEXT LIFT MAY BE DETERMINED BY REENTERING THE CHART WITH THE VALUES OF "H1" AND "LS" WALL DESIGN FOR ADDITIONAL LIFTS WOULD BE HANDLED IN THE SAME MANNER.

WHEN DESIGNING A MANHOLE FROM CHART NO. 1, THE MINIMUM VALUE OF "H" SHALL BE 5 FEET (FOR DESIGN PURPOSES ONLY). THE MINIMUM HORIZONTAL REINFORCING SHALL BE NO. 4 BARS AT 12" CENTERS AND THE MINIMUM WALL THICKNESS SHALL BE 8".



TYPE "C"



BASE

TABLE NO. 4			
CROSS SECTIONAL AREAS IN SQUARE INCHES OF BARS IN WALL SECTIONS ONE FOOT HIGH			
SPACING	BAR SIZE		
	NO. 4	NO. 5	NO. 6
5"	0.46	0.74	1.06
5½"	0.44	0.68	0.96
6"	0.40	0.62	0.88
6½"	0.37	0.57	0.81
7"	0.34	0.53	0.75
7½"	0.32	0.50	0.70
8"	0.30	0.47	0.66
8½"	0.28	0.44	0.62
9"	0.27	0.41	0.59
9½"	0.25	0.39	0.56
10"	0.24	0.37	0.53
10½"	0.23	0.35	0.50
11"	0.22	0.34	0.48
11½"	0.21	0.32	0.46
12"	0.20	0.31	0.44

TABLE NO. 5			
BASE AND TOP SLAB FOR RECTANGULAR MANHOLE			
SHORT SPAN DIMENSION "SS"	SLAB THICKNESS "Y"	PRIMARY SLAB REINFORCING BAR SIZE & SPACING	DISTRIBUTION REINFORCING BAR SIZE & SPACING
2'-6" TO 4'-11"	8½"	NO. 5 AT 5½" CTRS.	NO. 5 AT 11" CTRS.
5'-0" TO 5'-11"	9"	NO. 5 AT 5" CTRS.	NO. 5 AT 10" CTRS.
6'-0" TO 6'-11"	9½"	NO. 5 AT 4½" CTRS.	NO. 5 AT 9" CTRS.
7'-0" TO 7'-11"	10"	NO. 6 AT 5½" CTRS.	NO. 6 AT 11" CTRS.
8'-0" TO 8'-11"	11"	NO. 6 AT 5½" CTRS.	NO. 6 AT 11" CTRS.
9'-0" TO 10'-0"	12"	NO. 6 AT 5" CTRS.	NO. 6 AT 10" CTRS.

NOTES

FOR TYPE "C" MANHOLE, THE MAX. VALUES OF "H" SHALL BE:
 MAX. H = 17 FEET WHEN LS = 10 FEET
 MAX. H = 26 FEET WHEN LS = 8 FEET
 MAX. H = 35 FEET WHEN LS = 6 FEET
 MAX. H = 21 FEET WHEN LS = 9 FEET
 MAX. H = 34 FEET WHEN LS = 7 FEET

THE LONGER CLEAR SPAN "LS" OF THE WALLS, AS SEEN IN A HORIZONTAL SECTION, SHALL BE USED TO FIND A WALL DESIGN FROM CHART NO. 1.

THE SHORTER CLEAR SPAN "SS" SHALL BE USED TO FIND A BASE AND TOP SLAB DESIGN FROM THE TABLE NO. 5.



THE MIN. COVERING, MEASURED FROM THE FACE OF THE CONCRETE TO THE SURFACE OF A REINFORCING BAR, SHALL BE 2" EXCEPT AS SHOWN.

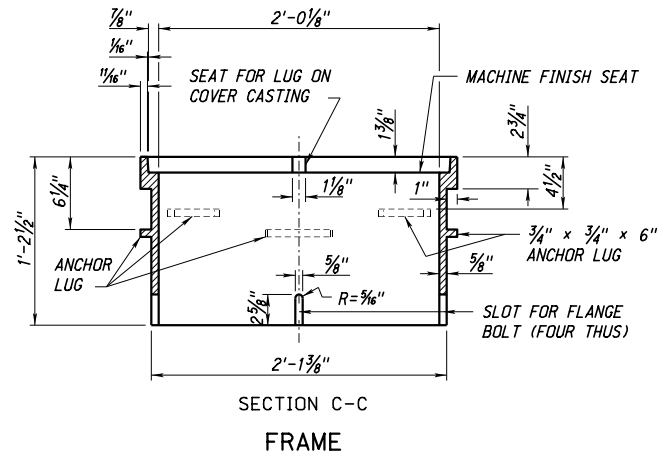
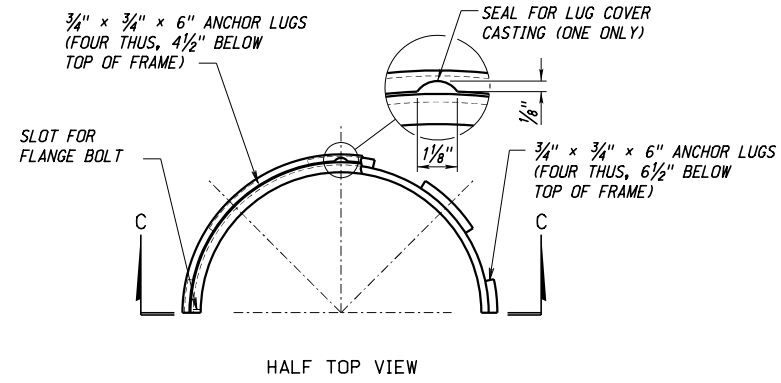
THE FURNISHING AND PLACING OF MANHOLE STEPS SHALL BE SUBSIDIARY TO THE MANHOLE.

THE TOP SLAB MAY BE CAST-IN-PLACE OR PRECAST, BUT IF IT IS PRECAST, IT SHALL BE SET IN A FRESH BED OF MORTAR AND POINTED UP INSIDE AND OUT.

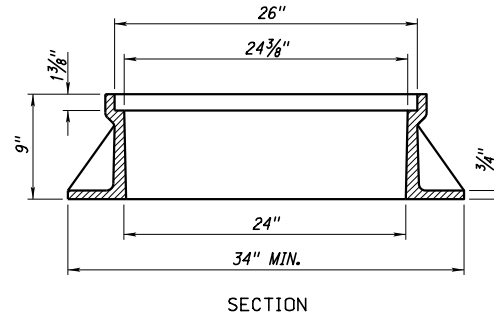
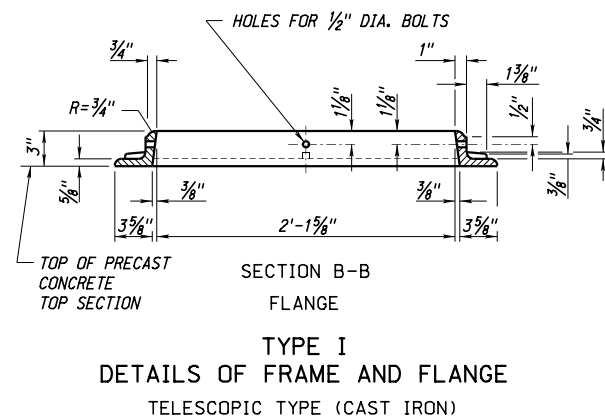
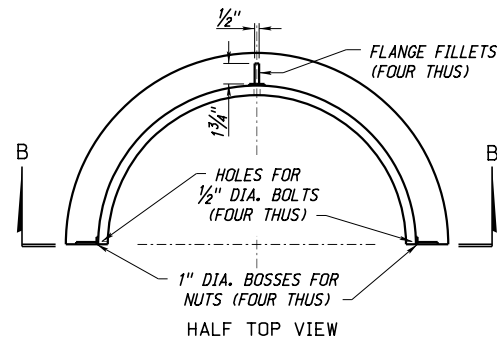
FOR RISER AND BENCH DETAILS NOT SHOWN, SEE SHEET 1 OF 3.

THE MIN. "LS" AND "SS" DIMENSION SHALL BE 2'-6" FOR MANHOLES WITH "H" LESS THAN 6 FEET AND SHALL BE 4'-0" FOR MANHOLES WITH "H" GREATER THAN 6 FEET. WHEN "LS" AND "SS" DIMENSIONS ARE NOT SPECIFIED ON THE PLANS, THE DIMENSIONS SHALL BE OF SUFFICIENT DIMENSION TO ACCOMMODATE PIPES ENTERING THE RESPECTIVE WALL. A MIN. OF 6" SHALL BE MAINTAINED BETWEEN THE INSIDE CORNER OF THE MANHOLE AND THE OUTER SHELL OF AN ENTERING PIPE, AND BETWEEN OUTER SHELLS OF PIPE ENTERING THE SAME WALL.

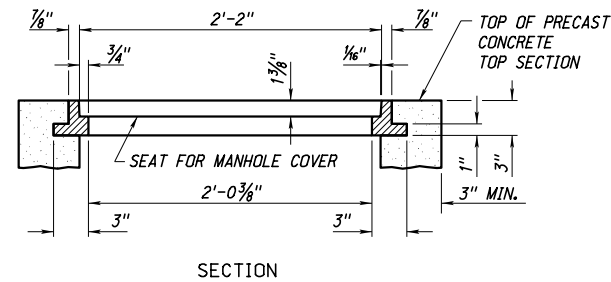
R2	JAN 18	NDOR BORDER TO NDOT BORDER
R1	NOV 98	MULTIPLE REVISIONS
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 435-R2		
MANHOLE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		
DATE		
ORIGINAL: APRIL 4, 1988		
DATE		



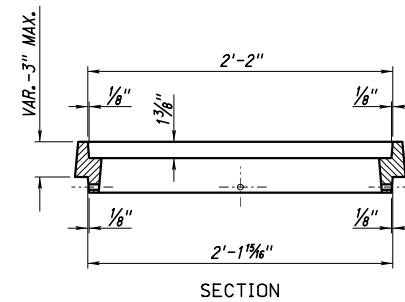
DURING PAVEMENT CONSTRUCTION, FRAME CASTING TO BE TEMPORARILY HELD IN POSITION BY BOLTING TO FLANGE CASTING. BOLTS TO BE REMOVED AFTER CONCRETE HAS HARDENED.



TYPE II
DETAILS OF FRAME
NON-TELESCOPIC TYPE (CAST IRON)



TYPE III
DETAILS OF RING
NON-TELESCOPIC TYPE (CAST IRON)

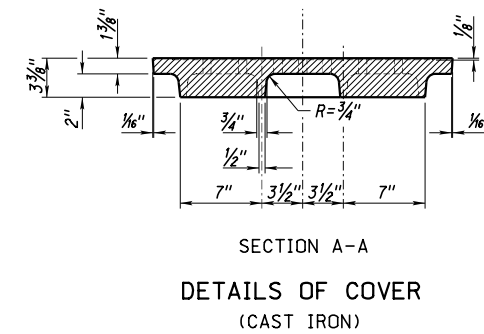
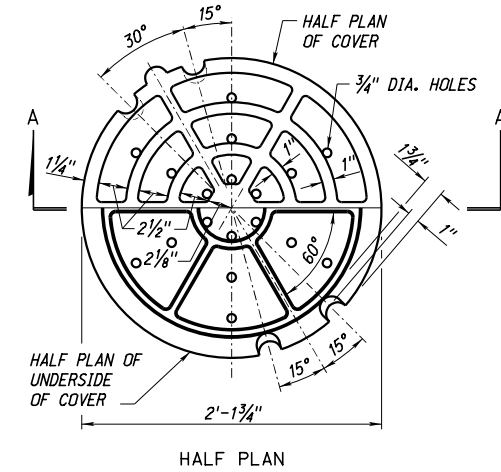


ADJUSTING RINGS MAY BE USED IN ORDER TO OBTAIN THE REQUIRED ELEVATION OF EITHER NEW OR EXISTING MANHOLES. THE RINGS ARE SUBSIDIARY TO BUILD MANHOLE, ADJUST MANHOLE TO GRADE OR RECONSTRUCT MANHOLE.

THE ADJUSTING RINGS SHALL BE HELD RIGIDLY TO THE FRAME AND TO EACH OTHER BY USE OF FOUR SET SCREWS IN THE BEARING LEG OF THE RING. ADJUSTING RINGS MAY BE USED TO A MAXIMUM HEIGHT OF 12 INCHES.

THE CONTRACTOR SHALL INSPECT THE CONDITION AND VERIFY THE DIMENSIONS OF EXISTING MANHOLE PRIOR TO USING ADJUSTING RINGS.

DETAILS OF ADJUSTING RING




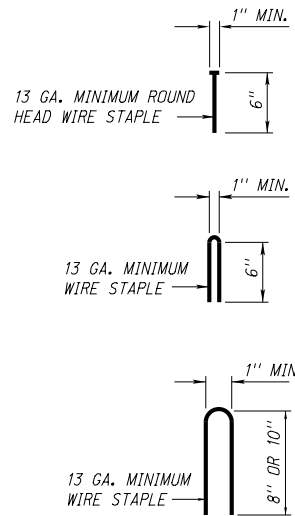
WEIGHTS
(CAST IRON)

TYPE A COVER	225 POUNDS
TYPE B COVER	230 POUNDS
FRAME (TYPE I)	260 POUNDS
FLANGE (TYPE I)	95 POUNDS
FRAME (TYPE II)	275 POUNDS
RING FOR COVER (TYPE III)	120 POUNDS

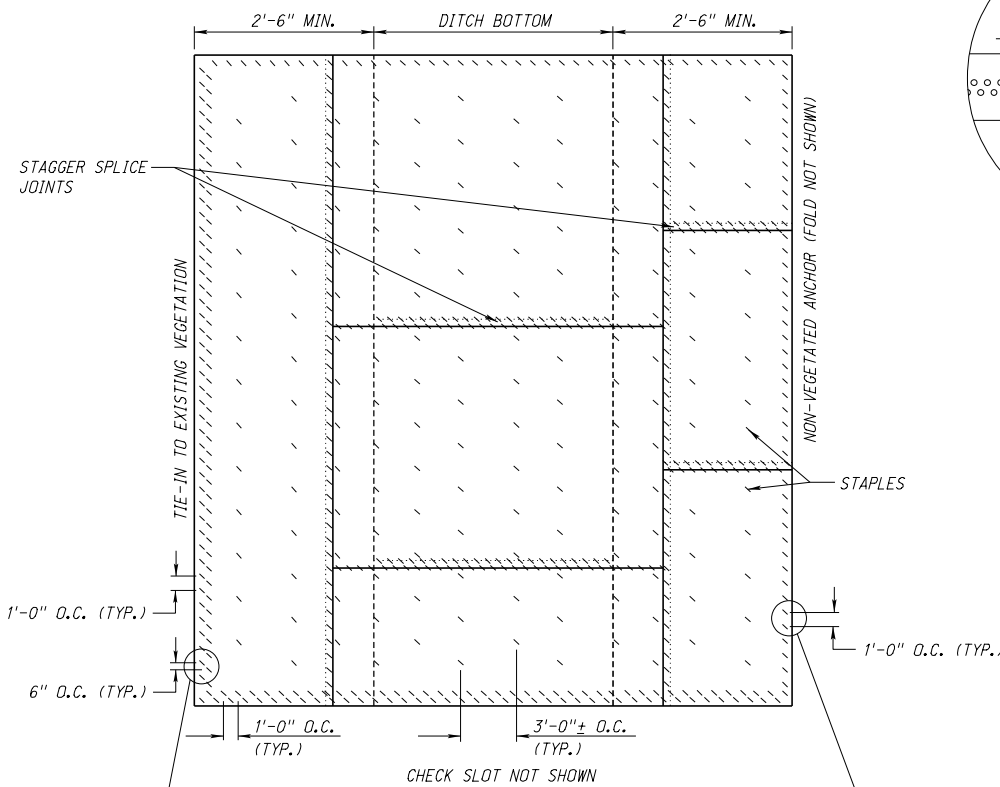
NOTES

- TYPE I AND II ASSEMBLIES NORMALLY USED IN PAVEMENT.
- TYPE III ASSEMBLY IS NORMALLY USED OUTSIDE OF PAVEMENT.
- FOR TYPE A COVER (STORM SEWER), USE DETAILS AS SHOWN.
- FOR TYPE B COVER (SANITARY SEWER), OMIT 3/4" DIA. HOLES IN COVER.

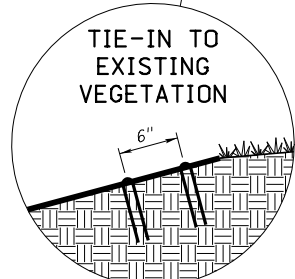
R2	JAN 18	NDOR BORDER TO NDOT BORDER
R1	NOV 98	MULTIPLE REVISIONS
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 435-R2		
MANHOLE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		3 3
		
ORIGINAL: APRIL 4, 1988		
DATE		



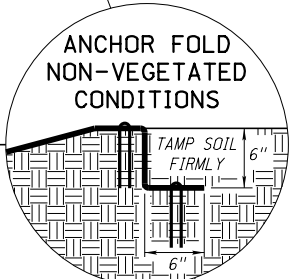
WIRE STAPLE DETAIL



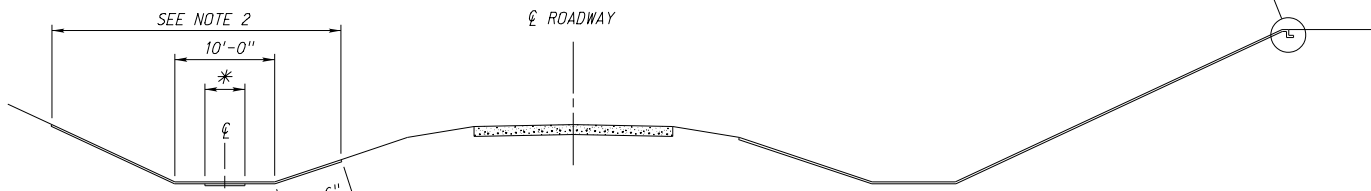
PLAN VIEW STAPLING DIAGRAM



TIE-IN TO EXISTING VEGETATION
STAGGER EVERY 1'-0" ALONG BLANKET EDGE

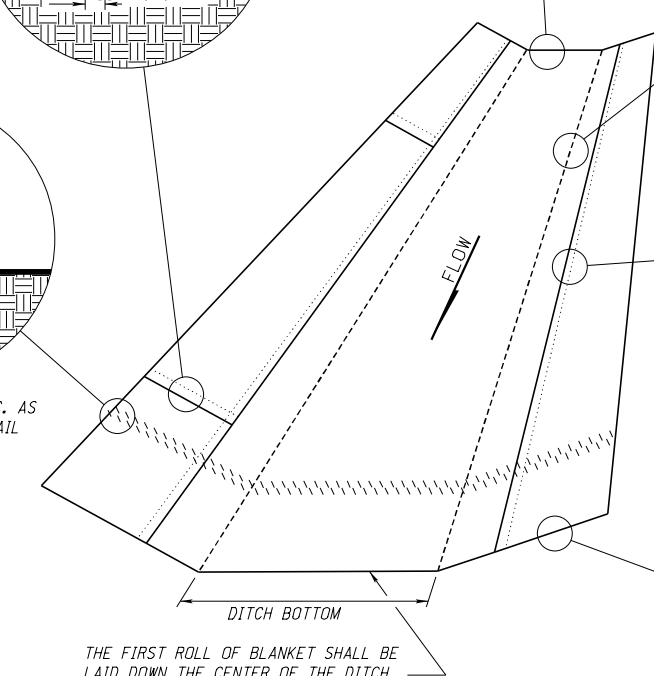
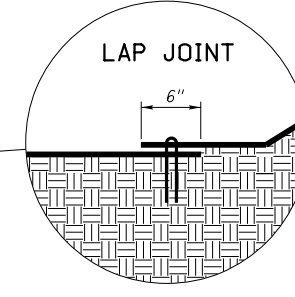
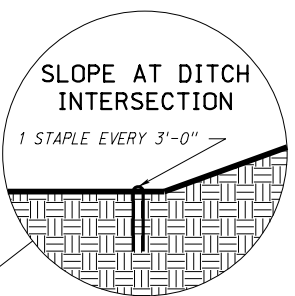
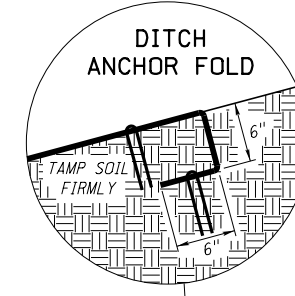
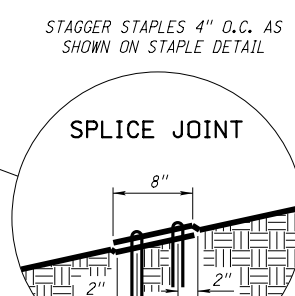
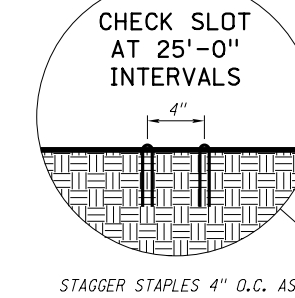
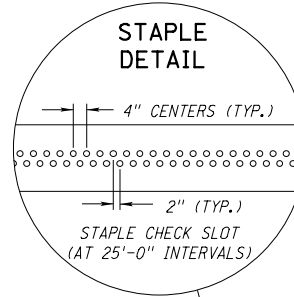


ANCHOR FOLD NON-VEGETATED CONDITIONS
STAPLE EVERY 1'-0" ALONG BLANKET EDGE



TYPICAL CROSS-SECTION

* THE FIRST ROLL OF BLANKET SHALL BE LAID DOWN THE CENTER OF THE DITCH



TYPICAL EROSION CONTROL BLANKET INSTALLATION

NOTES:

1. THIS PLAN IS APPLICABLE FOR THE FOLLOWING: EROSION CONTROL CLASS 1B, 1C, 1D, 1E, 1F, 2A, 2B & 2C.
2. SOIL RETENTION BLANKET SHALL BE LAID A MINIMUM OF 2'-6" UP THE BACKSLOPE AND FORESLOPE.
3. CHECK SLOTS ARE PLACED PERPENDICULAR TO DITCH CENTER LINE ON 25'-0" INTERVALS.
4. THE MANUFACTURERS' RECOMMENDED STAPLING PATTERNS SHALL GOVERN OVER THE PLANS.

REV. NO.	DATE	DESCRIPTION OF REVISION
R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	APR 14	UPDATE INSTALLATION METHOD
R5	OCT 07	EROSION CONTROL AT SPLASH BASIN

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 501-R7
EROSION CONTROL

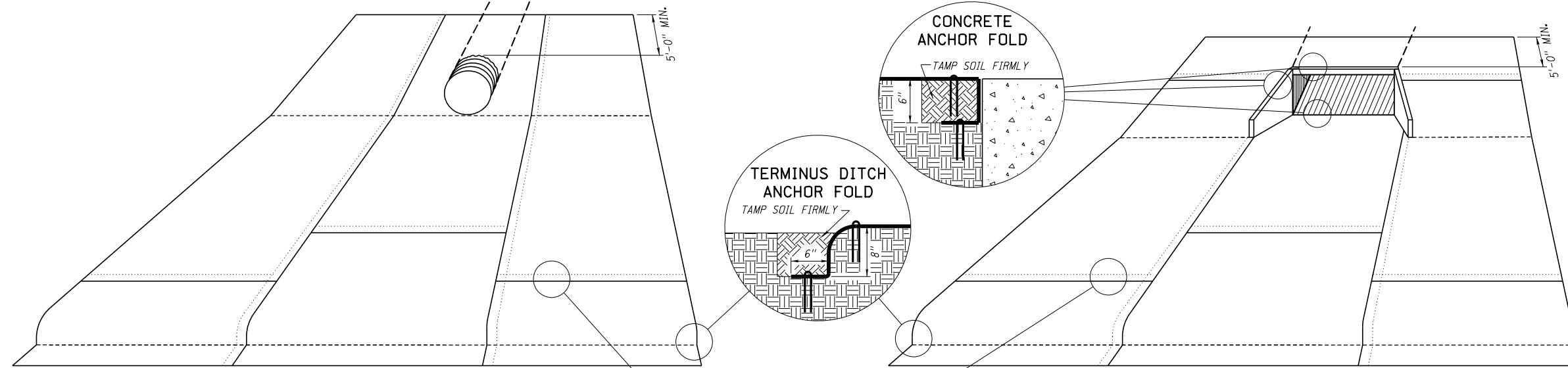
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
BRANDIE S. NEEMANN
E-11829
STATE OF NEBRASKA

DATE: _____

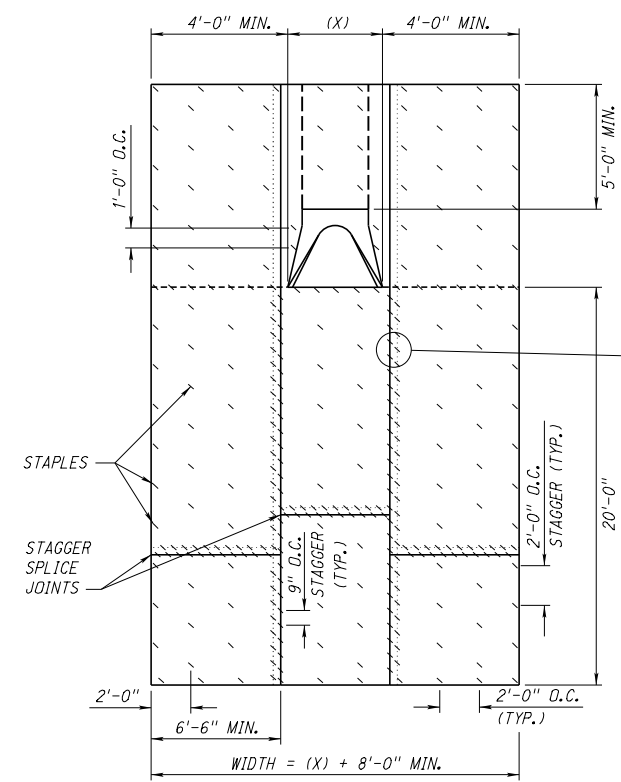
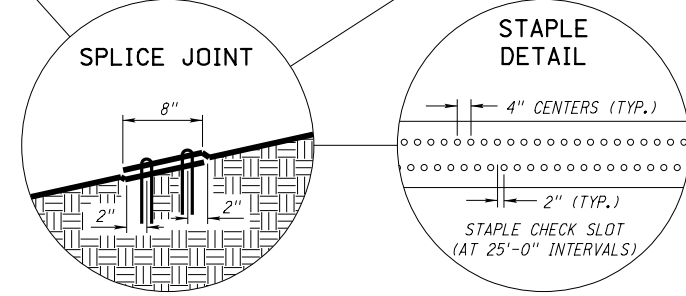
ORIGINAL: NOVEMBER 1973
DATE: _____

1/3

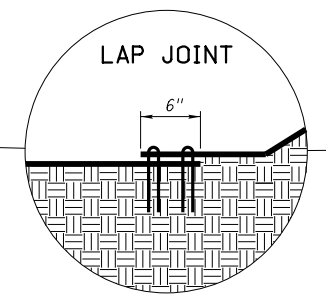


TYPICAL INSTALLATION AT PIPE CULVERT
(SHOWING STRAIGHT PIPE)

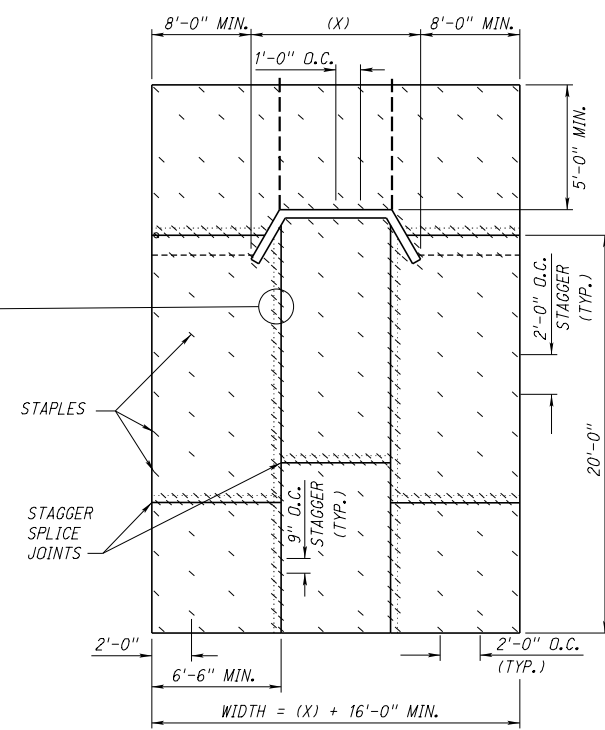
TYPICAL INSTALLATION AT BOX CULVERT



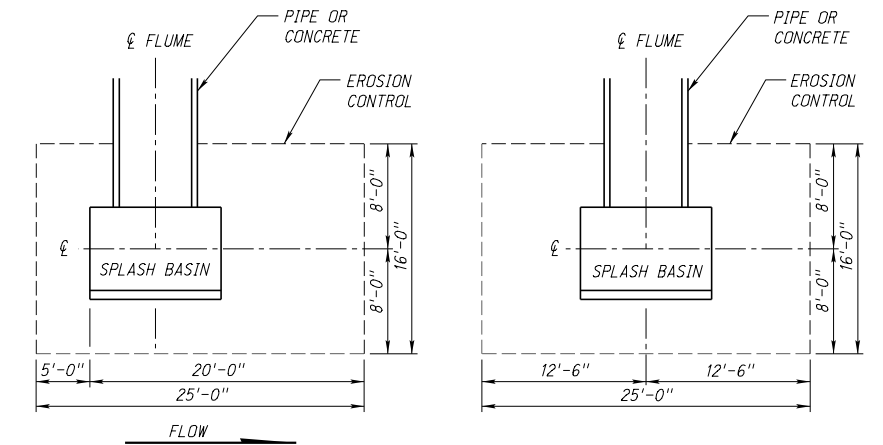
PLAN VIEW STAPLING DIAGRAM
(X) IS EQUAL TO THE OUTSIDE WIDTH OF THE FLARED END SECTION



STAGGER STAPLES EVERY 1'-0" O.C. WITHIN 20'-0" OF PIPE



PLAN VIEW STAPLING DIAGRAM
(X) IS EQUAL TO THE OUTSIDE WIDTH OF THE WING WALLS



NOTE: OFFSET EROSION CONTROL PLACEMENT ALONG THE DRAINAGE PATH

NOTE: CENTER EROSION CONTROL ON FLUME WHERE THERE IS NO DEFINED DRAINAGE PATH

EROSION CONTROL BLANKET PLACEMENT AT SPLASH BASIN

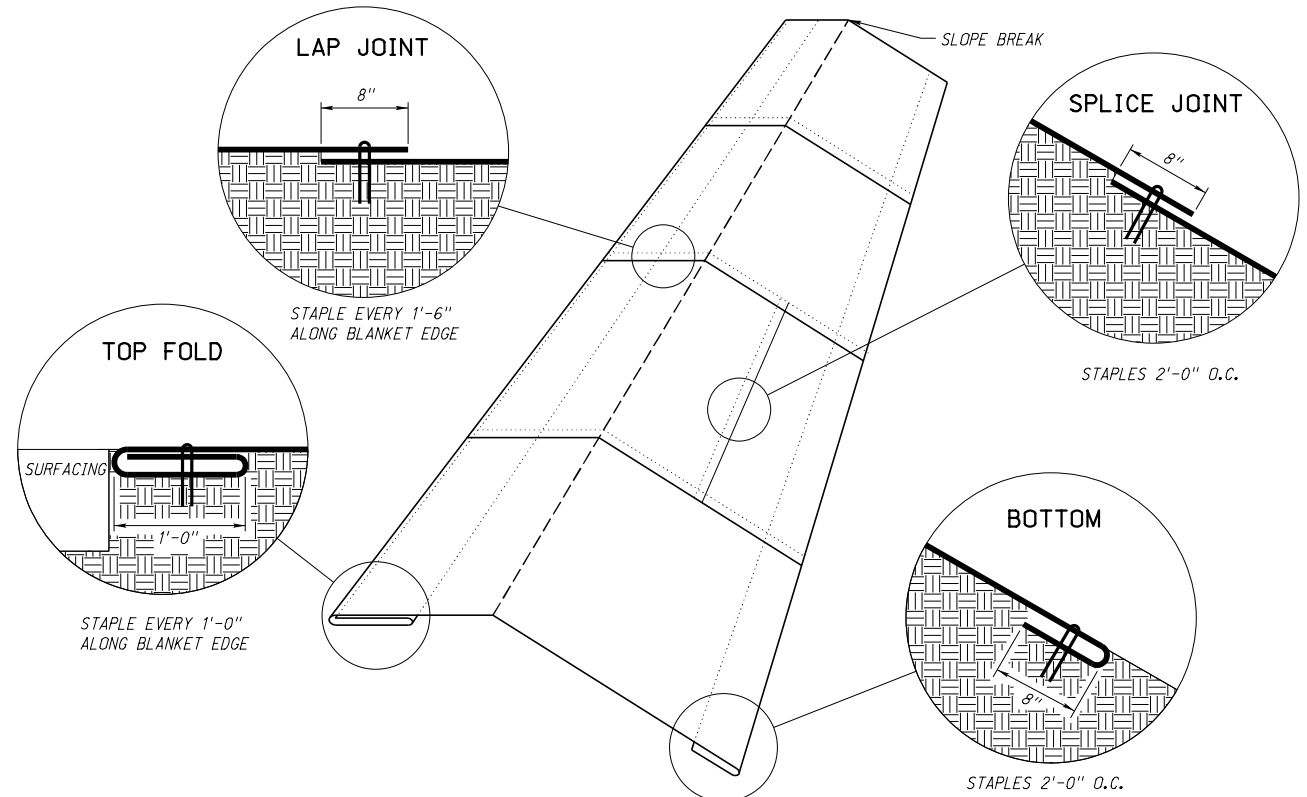
R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	APR 14	UPDATE INSTALLATION METHOD
R5	OCT 07	EROSION CONTROL AT SPLASH BASIN
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 501-R7
EROSION CONTROL

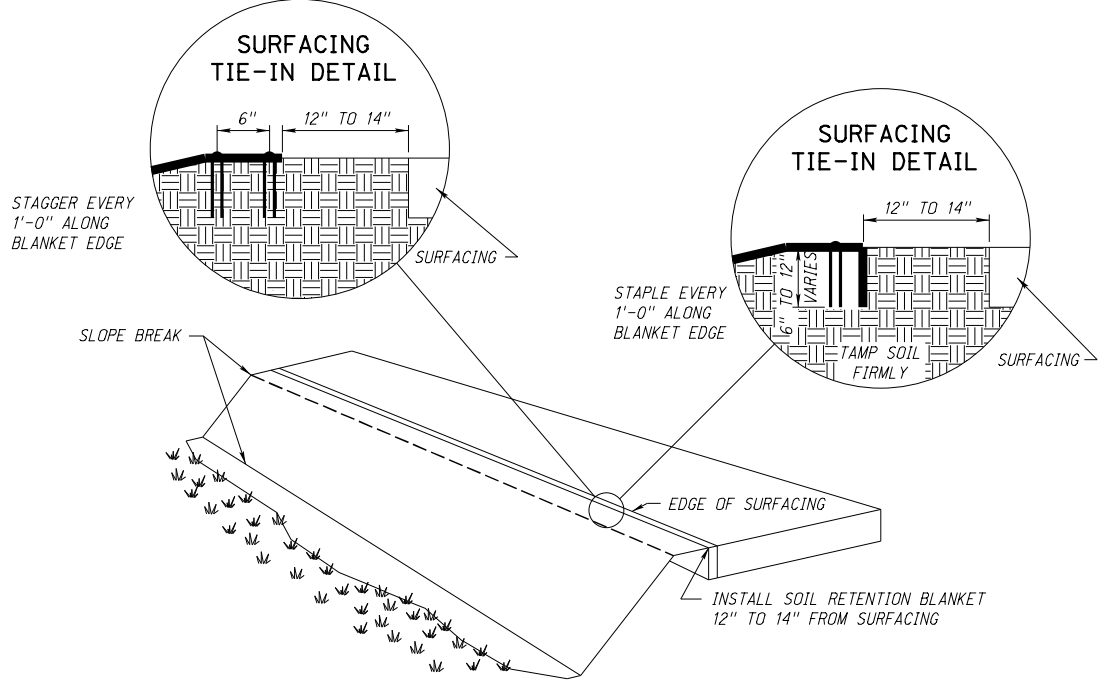
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:



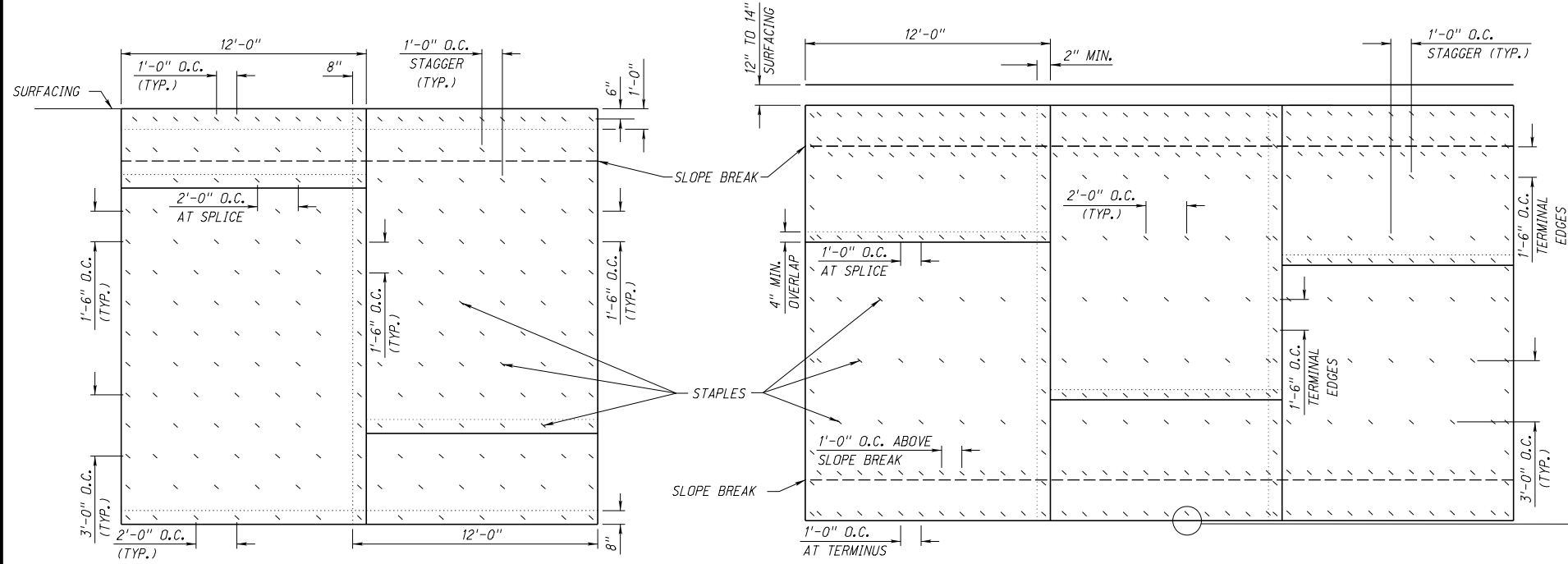
DATE
ORIGINAL:
NOVEMBER 1973
DATE



TYPICAL INSTALLATION
CLASS 1A (SLOPE PROTECTION, SAND)



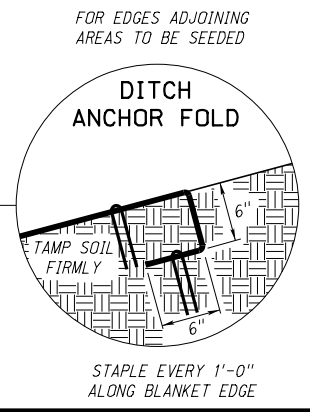
SURFACING INSTALLATION



PLAN VIEW STAPLING DIAGRAM FOR
CLASS 1A (SLOPE PROTECTION, SAND)

PLAN VIEW STAPLING DIAGRAM FOR
CLASS 1B, 1C, 1D, 1E, 1F, 2A, 2B, & 2C

TERMINATE BLANKET AT THE TOE OF SLOPE OR AT UNDISTURBED VEGETATION



- NOTES:
1. THE MANUFACTURERS' RECOMMENDED STAPLING PATTERNS SHALL GOVERN OVER THE PLANS.
 2. SURFACING INSTALLATION IS APPLICABLE FOR ASPHALT, CONCRETE, OR BEVELLED EDGE.

REV. NO.	DATE	DESCRIPTION OF REVISION
R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	APR 14	UPDATE INSTALLATION METHOD
R5	OCT 07	EROSION CONTROL AT SPLASH BASIN

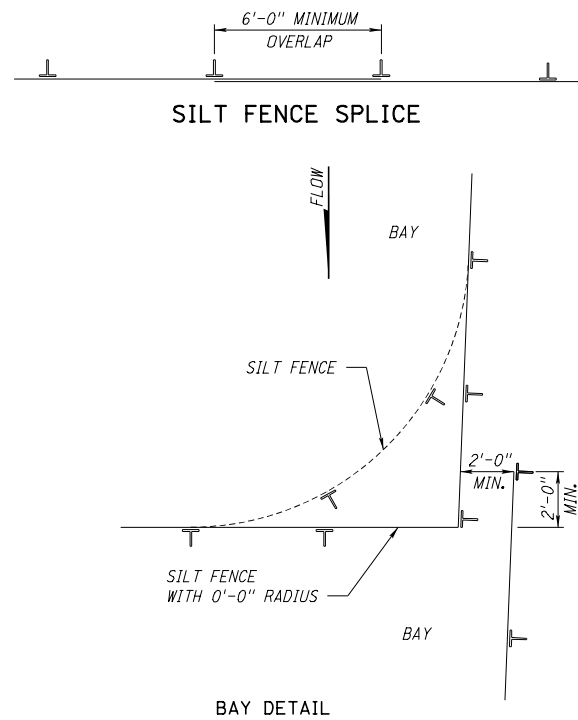
NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 501-R7
EROSION CONTROL

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

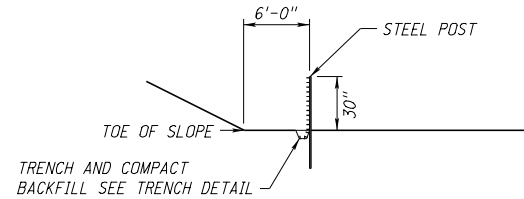
PROFESSIONAL CIVIL ENGINEER
BRANDIE S. NEEMANN
E-11829
STATE OF NEBRASKA

DATE _____ ORIGINAL: NOVEMBER 1973 DATE _____

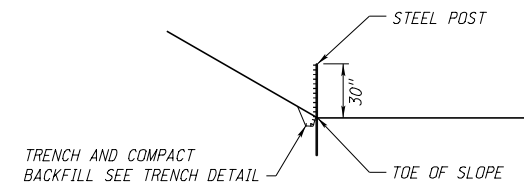
3 / 3



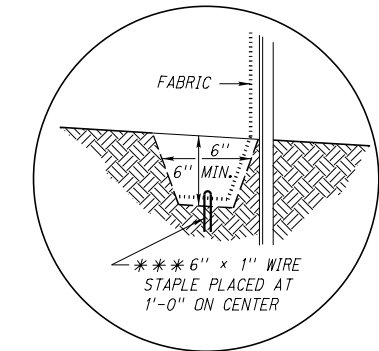
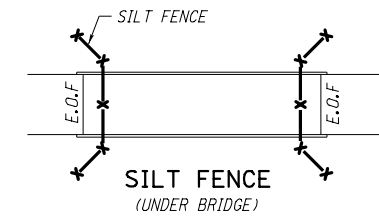
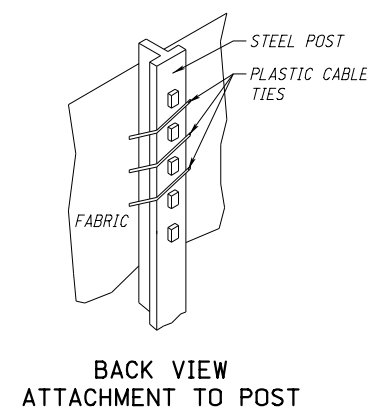
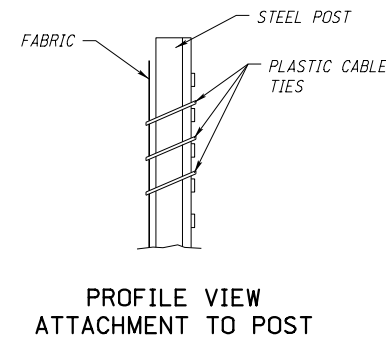
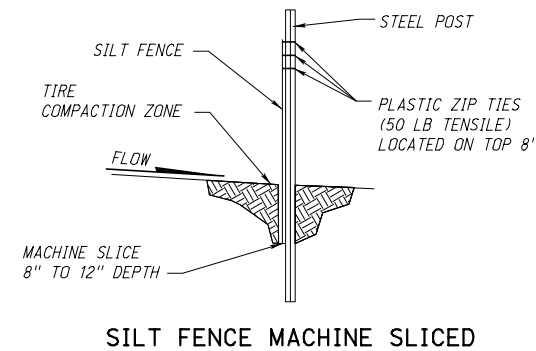
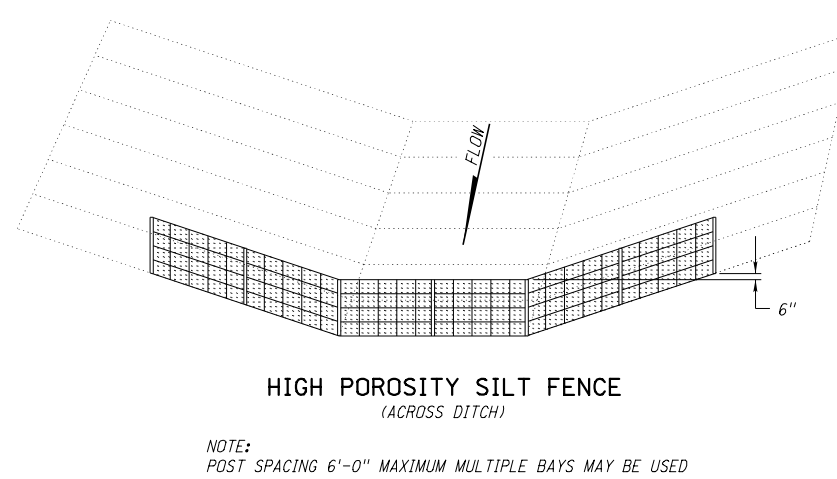
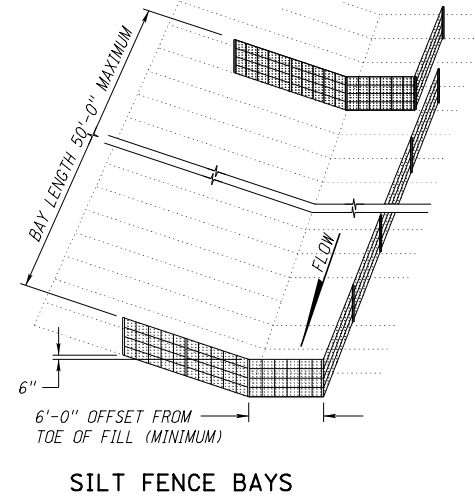
NOTE:
SILT FENCE AT CORNERS SHALL HAVE A RADIUS OF 0'-0" MINIMUM TO 10'-0" MAXIMUM



OPTION ONE (PREFERRED)
SILT FENCE
(6'-0" OFFSET FROM TOE OF FILL)



OPTION TWO (WITH LIMITED R.O.W.)
SILT FENCE
(AT TOE OF FILL)



*** SILT FENCE MAY ALSO BE INSTALLED WITH A SILT FENCE PLOW. NO STAPLING IS REQUIRED WHEN THE SILT FENCE PLOW IS USED.

NOTES:

SILT FENCE SHOULD BE 30" ABOVE GRADE (MAY VARY)

SILT FENCE MINIMUM ROLL WIDTH:
LOW POROSITY = 42"
HIGH POROSITY = 42"
LOW PROFILE = 36"
COIR SILT FENCE = 36"

STEEL STUDDED "T" LINE POSTS 5'-6" LENGTH; 6'-0" MAXIMUM SPACING.

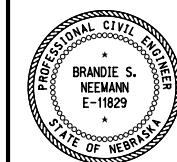
FOR EACH STEEL STUDDED "T" LINE POST, 3 PLASTIC CABLE TIES ARE REQUIRED.

2" x 2" x 6'-0" NOMINAL WOOD STAKES SPACING, 6'-0" MAXIMUM ON CENTER DRIVEN UNTIL FIRM.

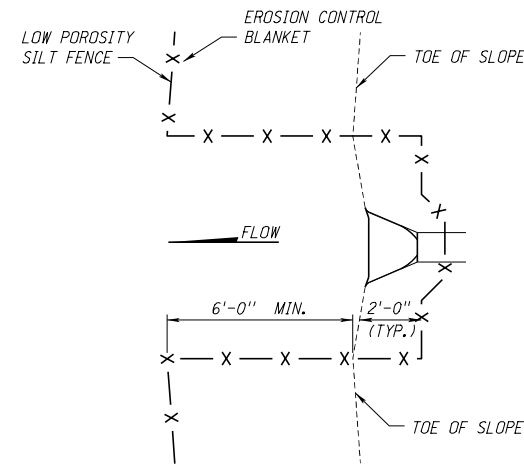
R2	JAN 18	NDOR BORDER TO NDOT BORDER
R1	APR 14	STEEL POST INSTALLATION
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 502-R2
SILT FENCE DETAILS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:



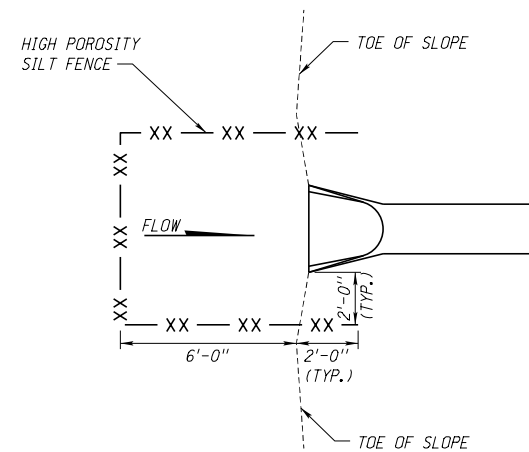
DATE
ORIGINAL:
DECEMBER 2006
DATE



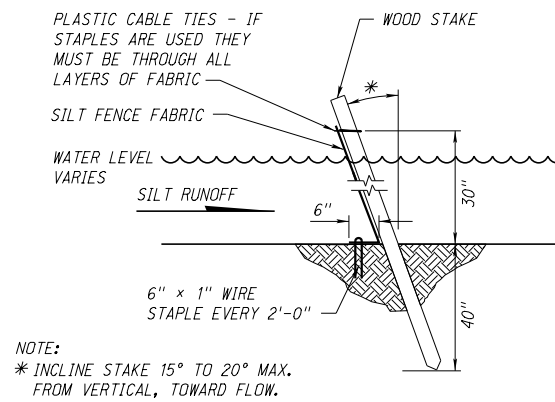
SILT FENCE OUTLET PROTECTION

NOTES:

1. SILT FENCE SHOULD BE BROUGHT FLUSH WITH WING WALLS ON BOX CULVERTS IF IT CAN NOT BE INSTALLED ABOVE THE BOX CULVERT.
2. IF APPLICABLE, SILT FENCE AROUND THE CULVERT SHOULD BE ADJUSTED TO ALLOW FOR THE INSTALLATION OF EROSION CONTROL AS SHOWN IN STANDARD PLAN 501.
3. SILT CHECKS MAY BE USED IN PLACE OF SILT FENCE ABOVE THE OPENING OF A CULVERT, AS SHOWN IN SPECIAL PLAN C.

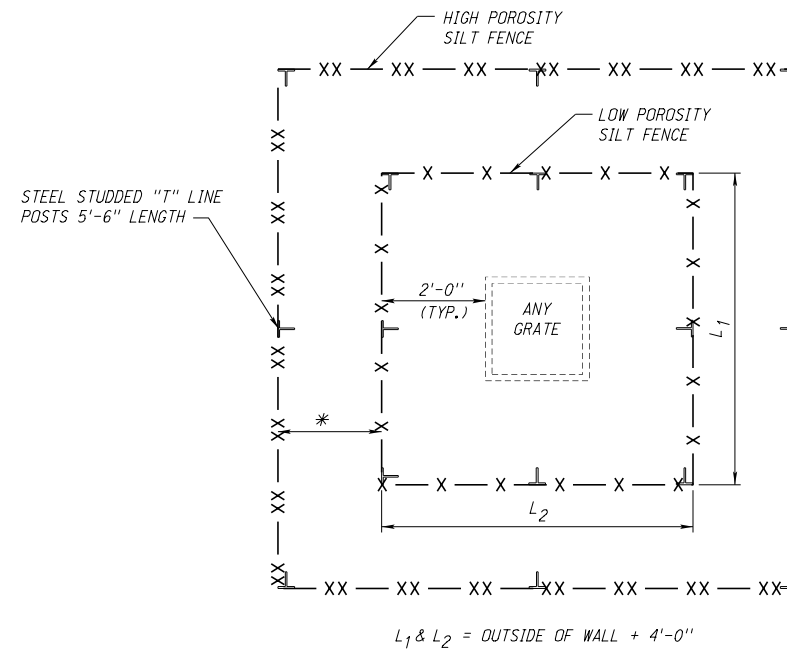


SILT FENCE INLET PROTECTION



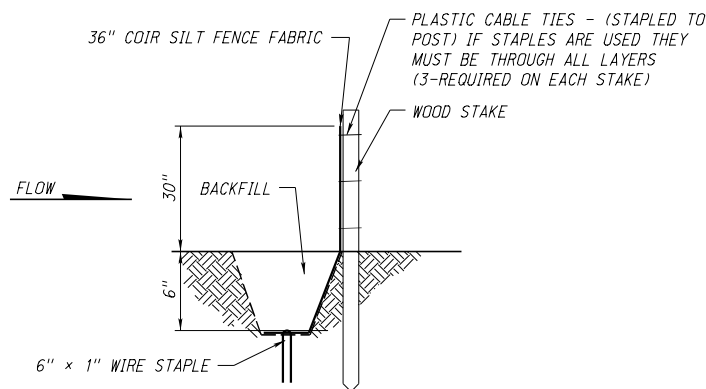
**SILT FENCE
(WET & BELOW WATER INSTALLATION)**

NOTE:
* INCLINE STAKE 15° TO 20° MAX. FROM VERTICAL, TOWARD FLOW.

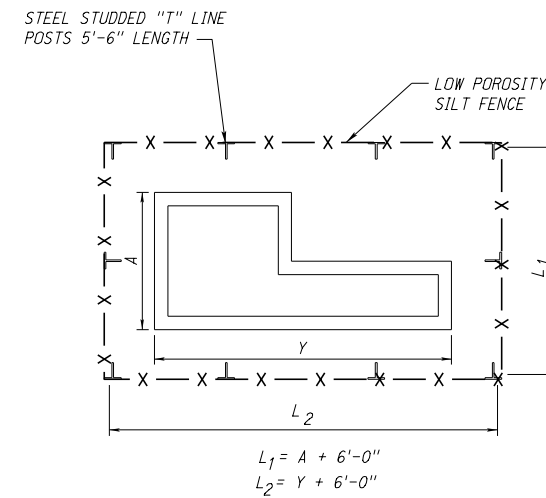


**PLAN VIEW
SILT FENCE FOR GRATE, AREA, MEDIAN INLETS
OR JUNCTION BOXES**

* 3'-0" IF POSSIBLE (MAY VARY)



COIR SILT FENCE - ON WOOD POSTS - DRY INSTALLATION

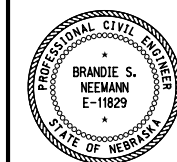


**PLAN VIEW
SILT FENCE CURB INLET**

R2	JAN 18	NDOR BORDER TO NDOT BORDER
R1	APR 14	STEEL POST INSTALLATION
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 502-R2
SILT FENCE DETAILS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:



DATE _____
ORIGINAL: DECEMBER 2006
DATE _____

CHANNELIZATION DEVICES

THE FUNCTION OF CHANNELIZATION DEVICES IS TO WARN ROAD USERS OF CONDITIONS CREATED BY WORK ACTIVITIES IN OR NEAR THE TRAVELED WAY, TO PROTECT WORKERS IN THE TEMPORARY TRAFFIC CONTROL ZONE, AND TO GUIDE DRIVERS AND PEDESTRIANS SAFELY. CHANNELIZATION DEVICES INCLUDE BUT ARE NOT LIMITED TO CONES, TUBULAR POSTS, VERTICAL PANELS, DRUMS, BARRICADES, TRAFFIC LANE DIVIDERS, TEMPORARY RAISED ISLANDS, AND BARRIERS.

DEVICES USED FOR CHANNELIZATION SHOULD PROVIDE FOR SMOOTH AND GRADUAL TRAFFIC MOVEMENT FROM ONE LANE TO ANOTHER, ONTO A BYPASS OR DETOUR, OR TO REDUCE THE WIDTH OF THE TRAVELED WAY. THEY MAY ALSO BE USED TO SEPARATE TRAFFIC FROM THE WORK SPACE, PAVEMENT DROP-OFFS, PEDESTRIAN PATHS, OR OPPOSING DIRECTIONS OF TRAFFIC.

CHANNELIZING DEVICES SHALL MEET THE CRASHWORTHY PERFORMANCE CRITERIA CONTAINED IN THE NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP) REPORT 350 OR MANUAL FOR ASSESSING SAFETY HARDWARE (MASH). THEY SHOULD BE CONSTRUCTED AND BALLASTED TO PERFORM IN A PREDICTABLE MANNER WHEN INADVERTENTLY STRUCK BY A VEHICLE. IF STRUCK, THE DEVICE SHOULD YIELD OR BREAK AWAY, FRAGMENTS OR OTHER DEBRIS FROM THE DEVICE SHOULD NOT PENETRATE THE PASSENGER COMPARTMENT OF THE VEHICLE OR BE A POTENTIAL HAZARD TO WORKERS OR PEDESTRIANS IN THE IMMEDIATE AREA.

SPACING OF CHANNELIZING DEVICES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO THE SPEED WHEN USED FOR THE TAPER CHANNELIZATION, AND A DISTANCE IN FEET OF TWICE THE SPEED WHEN USED FOR TANGENT CHANNELIZATION.

SPACING OF CHANNELIZATION DEVICES		
SPEED (MPH)	SPACING OF DEVICES (FEET)	
	TAPER	TANGENT
25	25	50
35	35	70
45	45	90
55	55	110
60	60	120
65	65	130
75	75	150

WARNING LIGHTS MAY BE ADDED TO CHANNELIZING DEVICES IN AREAS WITH FREQUENT FOG, SNOW, OR SEVERE ROADWAY CURVATURE, OR WHERE VISUAL DISTRACTIONS ARE PRESENT, EXCEPT FOR THE SEQUENTIAL FLASHING WARNING LIGHTS, WARNING LIGHTS PLACED ON CHANNELIZING DEVICES USED IN A SERIES TO CHANNELIZE ROAD USERS SHALL BE STEADY-BURN.

THE RETROREFLECTIVE MATERIAL USED ON CHANNELIZING DEVICES SHALL HAVE A SMOOTH, SEALED OUTER SURFACE, MEETING THE REQUIREMENTS OF THE ASTM SPECIFICATION D4956, FOR TYPE IV SHEETING OR TYPE V REBOUNDABLE SHEETING (OR GREATER).

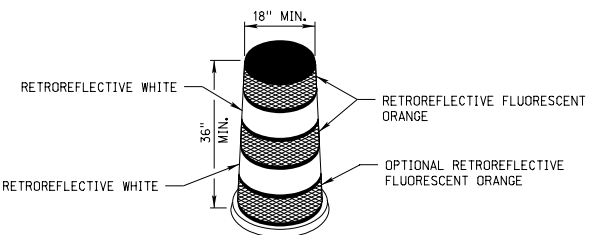
COEFFICIENT OF RETROREFLECTION (CD/LUX/M ²)			
WHITE	ORANGE	RED	YELLOW
250	100	45	170

THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) "QUALITY GUIDELINES FOR WORK ZONE TRAFFIC CONTROL DEVICES" SHALL BE USED AS A VISUAL GUIDE FOR DETERMINING IF A TRAFFIC CONTROL DEVICE/OR SIGN IS ACCEPTABLE, MARGINAL OR UNACCEPTABLE.

THE NAME AND TELEPHONE NUMBER OF THE AGENCY, CONTRACTOR, OR SUPPLIER MAY BE SHOWN ON THE CHANNELIZING DEVICE BACK OR SUPPORT, BUT NOT ON THE DEVICE FACE. THE LETTERS AND NUMBERS SHALL BE A NON-REFLECTIVE COLOR AND NOT OVER 15 SQUARE INCHES IN TOTAL AREA.

PARTICULAR ATTENTION SHOULD BE GIVEN TO MAINTAINING THE CHANNELIZING DEVICES TO KEEP THEM CLEAN, VISIBLE, AND PROPERLY POSITIONED. DEVICES SHALL BE REPLACED THAT ARE DAMAGED AND/OR HAVE LOST A SIGNIFICANT AMOUNT OF THEIR RETROREFLECTIVITY AND EFFECTIVENESS.

REFLECTORIZED PLASTIC DRUMS



DESIGN

REFLECTORIZED PLASTIC DRUMS USED FOR TRAFFIC WARNING OR CHANNELIZATION SHALL BE CONSTRUCTED OF LIGHTWEIGHT, FLEXIBLE, AND DEFORMABLE MATERIALS AND BE A MINIMUM OF 36 INCHES IN HEIGHT AND HAVE A MINIMUM WIDTH OF AT LEAST A 18 INCHES, REGARDLESS OF ORIENTATION, THE PREDOMINANT COLOR OF THE DRUM SHALL BE ORANGE. METAL DRUMS SHALL NOT BE USED. THE MARKINGS ON DRUMS SHALL BE HORIZONTAL, SHALL BE CIRCUMFERENTIAL, AND SHALL DISPLAY FOUR 6 INCH WIDE BANDS OF RETROREFLECTIVE SHEETING, ALTERNATING FLUORESCENT ORANGE-WHITE-FLUORESCENT ORANGE-WHITE. DRUMS SHALL HAVE CLOSED TOPS THAT WILL NOT ALLOW COLLECTION OF CONSTRUCTION OR OTHER DEBRIS.

APPLICATION

DRUMS ARE MOST COMMONLY USED TO CHANNELIZE OR DELINEATE TRAFFIC FLOW BUT MAY ALSO BE USED INDIVIDUALLY OR IN GROUPS TO MARK SPECIFIC LOCATIONS. DRUMS ARE HIGHLY VISIBLE AND HAVE GOOD TARGET VALUE; THEY GIVE THE APPEARANCE OF BEING FORMIDABLE OBSTACLES AND, THEREFORE, COMMAND THE RESPECT OF ROAD USERS.

BALLAST SHALL NOT BE PLACED ON TOP OF THE DRUM. DRUMS SHOULD NOT BE WEIGHTED WITH SAND, WATER, OR ANY MATERIAL.

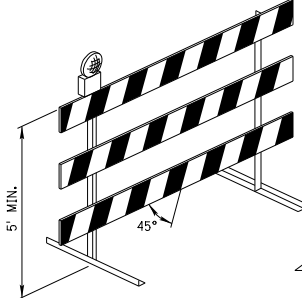
BARRICADES

BARRICADE TYPE	TYPE II	TYPE III
WIDTH OF RAIL*	8 INCHES MIN. - 12 INCHES MAX.	8 INCHES MIN. - 12 INCHES MAX.
LENGTH OF RAIL	36 INCHES	8 FEET**
WIDTH OF STRIPES	6 INCHES	6 INCHES
HEIGHT	36 INCHES	5 FEET
REFLECTIVE SHEETING	TYPE IV	TYPE IV
NUMBER OF REFLECTORIZED RAIL FACES	4 (TWO EACH DIRECTION)	6 (THREE EACH DIRECTION)

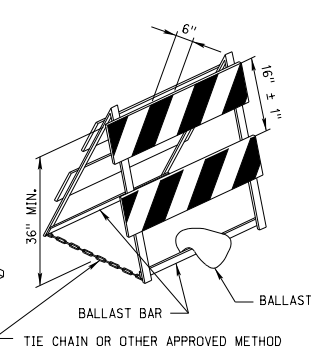
*NOMINAL DIMENSIONS ARE PERMISSIBLE WHEN CONSTRUCTED FROM LUMBER.
**WHEN LATERAL SPACE IS LIMITED, SOME TYPE III BARRICADES WITH A 4 FOOT LENGTH OF RAIL, MAY BE ALLOWED WHEN APPROVED BY THE ENGINEER.

TYPE III BARRICADE

TYPICAL MOUNTING OF FLASHING WARNING LIGHTS. LIGHTS SHALL ALWAYS BE IN VERTICAL ALIGNMENT.



TYPE II BARRICADE



BALLAST SHALL NOT BE PLACED OVER ANY REFLECTIVE DEVICE

DESIGN

A BARRICADE IS A PORTABLE OR FIXED DEVICE HAVING TWO OR THREE RAILS WITH APPROPRIATE MARKINGS. IT IS USED TO CONTROL ROAD USERS BY CLOSING, RESTRICTING, OR DELINEATING ALL OR A PORTION OF THE RIGHT-OF-WAY.

BARRICADES SHALL BE ONE OF TWO TYPES; TYPE II OR TYPE III.

STRIPES ON BARRICADE RAILS SHALL BE ALTERNATING ORANGE AND WHITE RETROREFLECTIVE STRIPES SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION ROAD USERS ARE TO PASS. THE STRIPES SHALL BE 6 INCHES WIDE. THE MINIMUM RAIL LENGTH FOR A TYPE II BARRICADE IS 36 INCHES.

WHERE BARRICADES EXTEND ENTIRELY ACROSS A ROADWAY, THE STRIPES SHOULD SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH ROAD USERS MUST TURN. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE STRIPES MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE OR BARRICADES. WHERE NO TURNS ARE INTENDED, THE STRIPES SHOULD SLOPE DOWNWARD TOWARD THE CENTER OF THE BARRICADE OR BARRICADES.

BARRICADE RAILS SHOULD BE SUPPORTED IN A MANNER THAT WILL ALLOW THEM TO BE SEEN BY THE ROAD USER, AND IN A MANNER THAT PROVIDES A STABLE SUPPORT THAT IS NOT EASILY BLOWN OVER OR DISPLACED.

ON HIGH-SPEED ROADWAYS OR IN OTHER SITUATIONS WHERE BARRICADES MAY BE SUSCEPTIBLE TO OVERTURNING IN THE WIND, SANDBAGS SHOULD BE USED FOR BALLASTING. SANDBAGS MAY BE PLACED ON LOWER PARTS OF THE FRAME OR STAYS TO PROVIDE THE REQUIRED BALLAST BUT SHALL NOT BE PLACED ON TOP OF ANY STRIPED RAIL. BARRICADES SHALL NOT BE BALLASTED BY HEAVY OBJECTS SUCH AS ROCKS OR CHUNKS OF CONCRETE.

THE BARRICADE OWNERS NAME, NOT TO EXCEED 15 SQUARE INCHES SHALL BE SHOWN ON THE BARRICADE BACK OR SUPPORT BUT NOT ON ITS FACE.

** WHEN LATERAL SPACE IS LIMITED, SOME TYPE III BARRICADES WITH A 4 FOOT LENGTH OF RAIL, MAY BE ALLOWED WHEN APPROVED BY THE ENGINEER.

APPLICATION

TYPE II BARRICADES ARE INTENDED FOR USE IN SITUATIONS WHERE TRAFFIC IS MAINTAINED THROUGH THE TEMPORARY TRAFFIC CONTROL ZONE. THEY MAY BE USED INDIVIDUALLY OR IN GROUPS TO MARK A SPECIFIC CONDITION, OR THEY MAY BE USED IN A SERIES FOR CHANNELIZING TRAFFIC. ON THE INTERSTATE, FREEWAY AND EXPRESSWAY SYSTEM, TYPE II BARRICADES SHALL NOT BE USED FOR CHANNELIZATION.

TYPE III BARRICADES USED AT A ROAD CLOSURE MAY EXTEND COMPLETELY ACROSS A ROADWAY FROM CURB TO CURB. WHERE PROVISION IS MADE FOR ACCESS OF AUTHORIZED EQUIPMENT AND VEHICLES, THE RESPONSIBILITY FOR THE TYPE III BARRICADES SHOULD BE ASSIGNED TO A PERSON WHO SHALL PROVIDE PROPER CLOSURE AT THE END OF EACH WORK DAY.

WHEN A HIGHWAY IS LEGALLY CLOSED BUT ACCESS MUST STILL BE ALLOWED FOR LOCAL TRAFFIC, THE TYPE III BARRICADES MAY NOT BE EXTENDED COMPLETELY ACROSS A ROADWAY. A SIGN WITH THE APPROPRIATE LEGEND CONCERNING PERMISSIBLE USE BY LOCAL TRAFFIC SHALL BE MOUNTED.

NORMALLY PERMANENT SIGNS MOUNTED ON BARRICADES SHALL BE ERECTED ABOVE THE BARRICADE. THE SIGNS "ROAD CLOSED", OR "ROAD WORK AHEAD", FOR EXAMPLE CAN EFFECTIVELY BE MOUNTED ABOVE THE BARRICADE THAT CLOSURES THE ROADWAY. TYPE III BARRICADES SHALL BE SUPPLEMENTED WITH A LIGHTING DEVICE UNLESS SPECIFICALLY OMITTED BY THE ENGINEER. DETOUR ARROW AND LARGE WARNING ARROW SIGNS SHOULD BE PLACED ON THE FACE OF BARRICADE.

CONES



DESIGN

CONES SHALL BE PREDOMINANTLY ORANGE, FLUORESCENT RED-ORANGE, OR FLUORESCENT YELLOW/ORANGE, NOT LESS THAN 28 INCHES IN HEIGHT, AND SHALL BE MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES ON IMPACT. CONES WHEN ALLOWED ON THE INTERSTATE, FREEWAY OR EXPRESSWAY SYSTEM SHALL BE A MINIMUM OF 36 INCHES IN HEIGHT.

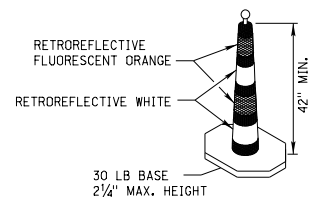
FOR NIGHTTIME USE, CONES SHALL BE RETROREFLECTIVE OR EQUIPPED WITH LIGHTING DEVICES FOR MAXIMUM VISIBILITY. RETROREFLECTION OF 28 INCH OR 36 INCH CONES SHALL BE PROVIDED BY A WHITE BAND 6 INCHES WIDE, NO MORE THAN 4 INCHES FROM THE TOP OF THE CONE, AND AN ADDITIONAL 4 INCH WIDE WHITE BAND A MINIMUM OF 2 INCHES BELOW THE 6 INCH BAND.

APPLICATION

TRAFFIC CONES ARE USED TO CHANNELIZE TRAFFIC, DIVIDE OPPOSING TRAFFIC LANES, DIVIDE TRAFFIC LANES WHEN TWO OR MORE LANES ARE KEPT OPEN IN THE SAME DIRECTION, AND DELINEATE SHORT-DURATION MAINTENANCE AND UTILITY WORK. CONES SHALL NOT BE USED FOR LANE CLOSURE TAPERS OR SHIFTS, CONES SMALLER THAN 42 INCHES SHALL NOT BE USED AT NIGHT ON RURAL HIGHWAYS, UNLESS SHOWN ON THE PLANS OR AS APPROVED OR DIRECTED BY THE ENGINEER.

STEPS SHOULD BE TAKEN TO ENSURE THAT CONES WILL NOT BE BLOWN OVER OR DISPLACED BY WIND OR MOVING TRAFFIC. CONES CAN BE DOUBLED UP TO INCREASE THEIR WEIGHT. SOME CONES ARE CONSTRUCTED WITH BASES THAT CAN BE FILLED WITH BALLAST. OTHERS HAVE SPECIAL WEIGHTED BASES, OR WEIGHTS SUCH AS SANDBAG RINGS THAT CAN BE DROPPED OVER THE CONES AND ONTO THE BASE TO PROVIDE ADDED STABILITY. BALLAST, HOWEVER, SHOULD NOT PRESENT A HAZARD IF THE CONES ARE INADVERTENTLY STRUCK.

42 INCH CONES



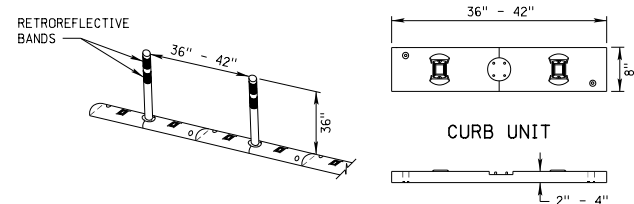
DESIGN

42 INCH CONES SHALL INCLUDE A 30 POUND RUBBER BASE AND DISPLAY FOUR 6 INCH WIDE BANDS OF RETROREFLECTIVE SHEETING, ALTERNATING FLUORESCENT ORANGE-WHITE-FLUORESCENT ORANGE-WHITE.

APPLICATION

WHEN APPROVED BY THE ENGINEER OR SHOWN IN THE PLANS, 42 INCH REFLECTIVE CONES MAY BE USED IN LIEU OF TYPE II BARRICADES OR REFLECTORIZED DRUMS. 42 INCH CONES SHALL NOT BE USED FOR LANE-CLOSURE TAPERS OR SHIFTS. IF A RECTANGULAR BASE IS USED, THE LONG SIDE OF THE BASE SHOULD BE ORIENTED PARALLEL TO THE DIRECTION OF TRAFFIC.

TUBULAR POST AND CURB SYSTEM



DESIGN

TUBULAR POSTS USED IN THE SYSTEM SHALL BE 36 INCHES HIGH AND A MINIMUM OF 2 INCHES WIDE WHEN FACING TRAFFIC. THE TUBULAR POST AND CURB SYSTEM SHALL BE MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING IMPACTING VEHICLES. THE COLOR SHALL BE AS SHOWN IN THE PLANS.

THE TUBULAR POSTS SHALL BE RETROREFLECTIVE. RETROREFLECTION OF TUBULAR POSTS SHALL BE PROVIDED BY TWO 3-INCH WIDE RETROREFLECTIVE BANDS PLACED A MAXIMUM OF 2 INCHES FROM THE TOP WITH A MAXIMUM OF 6 INCHES BETWEEN THE BANDS. EACH CURB SECTION SHALL CONTAIN ONE RETROREFLECTIVE MARKER FACING EACH DIRECTION OF TRAFFIC. THE COLOR OF THE RETROREFLECTIVE BANDS AND MARKERS SHALL MATCH THE POST/CURB COLOR.

THE CURB SECTIONS SHALL BE CONFIGURED TO ALLOW FOR DRAINAGE FROM THE PAVEMENT SURFACE.

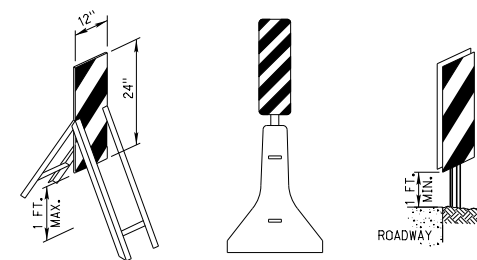
APPLICATION

TUBULAR POST AND CURB SYSTEMS MAY BE USED TO DIVIDE OPPOSING LANES OF TRAFFIC OR TO DIVIDE TRAFFIC LANES WHEN TWO OR MORE LANES ARE KEPT OPEN IN THE SAME DIRECTION.

FASTENING THE CURBS TO THE PAVEMENT WITH ANCHOR BOLTS OR OTHER SUITABLE METHODS AS DIRECTED BY THE MANUFACTURER IS REQUIRED TO MINIMIZE THE CHANCE OF BEING MOVED BY TRAFFIC.

TUBULAR POST AND CURB SYSTEMS SHALL BE INSTALLED IN THE LOCATIONS SHOWN IN THE PLANS OR DIRECTED BY THE ENGINEER.

VERTICAL PANELS



DESIGN

RETROREFLECTIVE MATERIAL ON VERTICAL PANELS SHALL BE 12 INCHES WIDE AND AT LEAST 24 INCHES HIGH. THEY SHALL HAVE ALTERNATING ORANGE AND WHITE STRIPES, WHERE THE HEIGHT OF THE RETROREFLECTIVE MATERIAL ON THE VERTICAL PANEL IS MORE THAN 36 INCHES, A PANEL STRIPE WIDTH OF 6 INCHES SHALL BE USED. WHERE THE HEIGHT OF THE RETROREFLECTIVE MATERIAL ON THE VERTICAL PANEL IS 36 INCHES OR LESS, A PANEL STRIPE WIDTH OF 4 INCHES SHALL BE USED. IF USED FOR TWO-WAY TRAFFIC, BACK-TO-BACK PANELS SHALL BE USED.

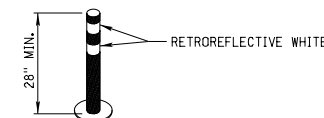
MARKINGS FOR VERTICAL PANELS SHALL BE ALTERNATING ORANGE AND WHITE RETROREFLECTORIZED STRIPES SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS.

POST MOUNTED VERTICAL PANELS SHALL BE MOUNTED WITH THE BOTTOM A MINIMUM OF 1 FOOT ABOVE THE ROADWAY. VERTICAL PANELS ON A TEMPORARY STAND SHALL BE MOUNTED WITH THE BOTTOM A MAXIMUM OF 1 FOOT ABOVE THE ROADWAY.

APPLICATION

WHERE SPACE IS LIMITED VERTICAL PANELS MAY BE USED TO CHANNEL TRAFFIC, DIVIDE OPPOSING LANES OF TRAFFIC, DIVIDE TRAFFIC LANES OR REPLACE BARRICADES. WHEN APPROVED BY THE ENGINEER, VERTICAL PANELS MAY BE POST-MOUNTED ALONG THE SIDE OF THE ROADWAY.

TUBULAR POSTS



DESIGN

TUBULAR POSTS SHALL BE PREDOMINANTLY ORANGE, NOT LESS THAN 28 INCHES HIGH, BE A MINIMUM OF 2 INCHES WIDE WHEN FACING TRAFFIC, AND MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING IMPACTING VEHICLES.

TUBULAR POSTS SHALL BE RETROREFLECTIVE. RETROREFLECTION OF TUBULAR POSTS SHALL BE PROVIDED BY TWO 3 INCHES WIDE WHITE BANDS PLACED A MAXIMUM OF 2 INCHES FROM THE TOP, WITH A MAXIMUM OF 6 INCHES BETWEEN THE BANDS. THE BASE SHALL NOT BE WIDER THAN 12 INCHES OR HIGHER THAN 2 INCHES.

APPLICATION

TUBULAR POSTS HAVE LESS VISIBLE AREA THAN OTHER DEVICES AND SHOULD BE USED ONLY WHERE SPACE RESTRICTIONS DO NOT ALLOW FOR THE USE OF OTHER MORE VISIBLE DEVICES. THEY MAY BE USED EFFECTIVELY TO DIVIDE OPPOSING LANES OF TRAFFIC OR TO DIVIDE TRAFFIC LANES WHEN TWO OR MORE LANES ARE KEPT OPEN IN THE SAME DIRECTION.

STEPS SHOULD BE TAKEN TO ASSURE THAT TUBULAR POSTS WILL NOT BE BLOWN OVER OR DISPLACED BY TRAFFIC BY EITHER AFFIXING THEM TO THE PAVEMENT WITH ANCHOR BOLTS OR ADHESIVE, IF A NONCYLINDRICAL DEVICE IS USED, IT SHALL BE ATTACHED TO THE PAVEMENT TO ENSURE THAT THE WIDTH FACING TRAFFIC MEETS THE MINIMUM REQUIREMENTS.

TUBULAR POSTS SHOULD NOT BE USED FOR PEDESTRIAN CHANNELIZATION OR A PEDESTRIAN BARRIERS IN TEMPORARY TRAFFIC CONTROL ZONES ON OR ALONG SIDEWALKS.

R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	JUN 14	2009 MUTCD UPDATE
R5	OCT 98	REVISE CHANNELIZATION DEVICES, TAPER
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 920-R7

TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

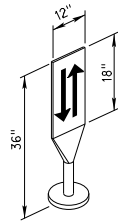
PROFESSIONAL CIVIL ENGINEER
DANIEL J. WADDE
E-6289
STATE OF NEBRASKA

DATE _____

ORIGINAL: OCTOBER 1998
DATE _____

1
3

OPPOSING TRAFFIC LANE DIVIDERS



DESIGN

OPPOSING TRAFFIC LANE DIVIDERS SHALL BE A TWO SIDED UPRIGHT RETROREFLECTORIZED ORANGE PANEL, WITH A WIDTH OF 12 INCHES AND A HEIGHT OF 18 INCHES. THE TOP OF THE PANEL SHALL BE 36 INCHES ABOVE THE PAVEMENT. THE SYMBOL ON EACH SIDE SHALL BE TWO OPPOSING BLACK ARROWS. THE LANE DIVIDER SHALL BE MADE OF LIGHTWEIGHT MATERIAL THAT WILL YIELD UPON IMPACT BY A VEHICLE. THE LANE DIVIDER BASE SHALL NOT BE WIDER THAN 12 INCHES OR HIGHER THAN 4 INCHES. THE BASE SHALL BE ATTACHED TO THE EXISTING SURFACE BY EPOXY OR OTHER SUITABLE ADHESIVE, TO ENSURE THAT THE PANEL REMAINS FACING TRAFFIC.

APPLICATION

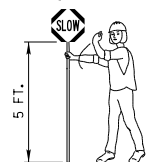
OPPOSING TRAFFIC LANE DIVIDERS ARE DELINEATION DEVICES USED AS CENTER LANE DIVIDERS TO SEPARATE OPPOSING TRAFFIC ON A TWO-LANE, TWO-WAY OPERATION.

FLAGGERS

REQUIRED METHOD



TO STOP TRAFFIC



TRAFFIC PROCEED



TO ALERT AND SLOW TRAFFIC

EMERGENCY USE ONLY



FLAGGER PADDLE

THE STOP/SLOW PADDLE SHALL HAVE AN OCTAGONAL SHAPE ON A RIGID HANDLE. STOP/SLOW PADDLES SHALL BE AT LEAST 18 INCHES WIDE WITH LETTERS AT LEAST 6 INCHES HIGH. IF THE STOP/SLOW PADDLE IS PLACED ON A RIGID STAFF, THE MINIMUM LENGTH OF THE STAFF, MEASURED FROM THE BOTTOM OF THE SIGN TO THE END OF THIS STAFF THAT RESTS ON THE GROUND, SHOULD BE 5 FEET. THE STOP/SLOW PADDLE SHOULD BE THE PRIMARY AND PREFERRED HAND-SIGNALING DEVICE BECAUSE THE STOP/SLOW PADDLE GIVES ROAD USERS MORE POSITIVE GUIDANCE THAN RED FLAGS. USE OF FLAGS SHOULD BE LIMITED TO EMERGENCY SITUATIONS.

FLAGGERS

A FLAGGER MUST BE DRESSED FOR SAFETY. IN ADDITION TO THE REQUIREMENTS OF THE "WORKER VISIBILITY" SECTION LISTED BELOW, FLAGGERS SHALL WEAR:

1. AN ORANGE OR YELLOW/GREEN CAP OR HARD HAT.
2. A SHIRT WITH SLEEVES, PANTS AND SHOES (TANK TOPS, SHORTS OR SANDALS SHALL NOT BE WORN).

FLAGGERS SHALL BE INSTRUCTED IN THE PROPER LOCATION, DUTIES AND PROCEDURES FOR FLAGGING AS OUTLINED IN THE CURRENT MUTCD AND THE DEPARTMENT OF ROADS FLAGGER'S HANDBOOK. AS REQUIRED BY THE DEPARTMENT OF ROADS, THE FLAGGER SHALL BE CERTIFIED, AND HAVE IN THEIR POSSESSION, A VALID FLAGGER CERTIFICATION CARD.

WORKER VISIBILITY

ALL WORKERS WITHIN THE RIGHT-OF-WAY WHO ARE EXPOSED EITHER TO TRAFFIC (VEHICLES USING THE HIGHWAY FOR PURPOSES OF TRAVEL) OR TO CONSTRUCTION EQUIPMENT WITHIN THE WORK AREA SHALL WEAR HIGH-VISIBILITY SAFETY APPAREL. HIGH-VISIBILITY SAFETY APPAREL IS DEFINED TO MEAN PERSONAL PROTECTIVE SAFETY CLOTHING THAT:

1. IS INTENDED TO PROVIDE CONSPICUITY DURING BOTH DAYTIME AND NIGHTTIME USAGE, AND
2. MEETS THE PERFORMANCE CLASS 2 OR CLASS 3 REQUIREMENTS OF THE ANSI/ISEA 107-2004 PUBLICATION ENTITLED "AMERICAN NATIONAL STANDARDS FOR HIGH-VISIBILITY SAFETY APPAREL AND HEADWEAR"

LIGHTING DEVICES

FUNCTION

CONSTRUCTION AND MAINTENANCE ACTIVITIES OFTEN CREATE CONDITIONS ON OR NEAR THE TRAVELED WAY THAT ARE PARTICULARLY HAZARDOUS AT NIGHT. IT IS OFTEN DESIRABLE AND NECESSARY TO SUPPLEMENT THE REFLECTORIZED SIGNS, BARRIERS, AND CHANNELIZING DEVICES WITH LIGHTING DEVICES. STROBE TYPE LIGHTS ARE NOT PERMITTED.

BARRICADE WARNING LIGHTS DESIGN (BATTERY OPERATED)

TYPE "A" LOW INTENSITY FLASHING WARNING LIGHTS ARE MOST COMMONLY MOUNTED ON BARRICADES, OR WITH SIGNS AND ARE INTENDED TO WARN THE DRIVER THAT THEY ARE PROCEEDING IN A HAZARDOUS AREA. THESE LIGHTS SHALL NOT BE USED FOR DELINEATION, AS A SERIES OF FLASHING LIGHTS IN A ROW WOULD TEND TO OBSCURE THE DESIRED PATH.

TYPE "A" HIGH INTENSITY FLASHING WARNING LIGHTS ARE NORMALLY MOUNTED ON THE TYPE III BARRICADE THAT ACCOMPANIES THE ADVANCE WARNING SIGNS.

TYPE "C" STEADY BURN LIGHTS AS USED HEREIN, SHALL MEAN A SERIES OF LOW WATTAGE YELLOW ELECTRIC LIGHTS. WHERE LIGHTS ARE NEEDED TO DELINEATE OR MARK THE TRAVELED WAY THROUGH AND AROUND OBSTRUCTIONS IN A CONSTRUCTION MAINTENANCE AREA, THE DELINEATION SHALL BE ACCOMPLISHED BY USE OF STEADY BURNING LIGHTS. WHEN USED TO SUPPLEMENT CHANNELIZATION, THE MAXIMUM SPACING FOR WARNING LIGHTS SHOULD BE IDENTICAL TO THE CHANNELIZING DEVICE SPACING REQUIREMENTS. WHEN USED TO DELINEATE A CURVE, TYPE "C" WARNING LIGHTS SHOULD ONLY BE USED ON DEVICES ON THE OUTSIDE OF THE CURVE, AND NOT ON THE INSIDE OF THE CURVE.

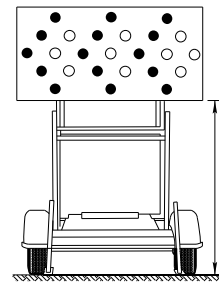
FLASHING ARROW PANEL (DISPLAY)

AN ARROW PANEL IS A SIGN WITH A MATRIX OF ELEMENTS, CAPABLE OF EITHER FLASHING OR SEQUENTIAL DISPLAYS. THIS SIGN SHALL PROVIDE ADDITIONAL WARNING AND DIRECTIONAL INFORMATION TO ASSIST IN MERGING AND CONTROLLING ROAD USERS THROUGH OR AROUND A TEMPORARY TRAFFIC CONTROL ZONE. AN ARROW PANEL SHOULD BE USED IN COMBINATION WITH APPROPRIATE SIGNS, CHANNELIZING DEVICES OR OTHER TRAFFIC CONTROL DEVICES.

DESIGN

ARROW PANELS SHALL MEET THE SIZE AND SPECIFICATIONS OF THE MUTCD FOR TYPE "C" ARROW DISPLAYS.

FLASHING ARROW PANEL SHALL BE RECTANGULAR, OF SOLID APPEARANCE AND FINISHED IN NON-REFLECTIVE BLACK. THE PANEL SHALL BE MOUNTED ON A VEHICLE, TRAILER OR OTHER SUITABLE SUPPORT. MINIMUM MOUNTING HEIGHT MEASURED VERTICALLY FROM THE BOTTOM OF THE PANEL TO THE ROADWAY BELOW IT OR TO THE ELEVATION OF THE NEAR EDGE OF THE ROADWAY, SHALL BE 7 FEET EXCEPT ON VEHICLE-MOUNTED PANELS, WHICH SHOULD BE AS HIGH AS PRACTICAL.



THE FOLLOWING SELECTIONS SHALL BE PROVIDED ON THE ARROW PANEL	
OPERATING MODE	PANEL DISPLAY
FLASHING ARROW	RIGHT SHOWN; LEFT OPPOSITE
SEQUENTIAL ARROW	RIGHT SHOWN; LEFT OPPOSITE
SEQUENTIAL CHEVRON	RIGHT SHOWN; LEFT OPPOSITE
FLASHING DOUBLE ARROW	RIGHT SHOWN; LEFT OPPOSITE
FLASHING OR ALTERNATING CAUTION	OR OR OR ALTERNATING DIAMOND CAUTION

THE ARROW PANEL SHALL HAVE A MINIMUM SIZE OF 96 INCHES WIDE AND 48 INCHES HIGH. THE MINIMUM LEGIBILITY DISTANCE SHALL BE 1 MILE. THE PANEL SHALL CONTAIN 25 LAMP ELEMENTS. ARROW PANEL ELEMENTS SHALL BE CAPABLE OF A MINIMUM 50 PERCENT DIMMING, AUTOMATICALLY WHEN AMBIENT LIGHT FALLS BELOW 50 LUX.

THE MINIMUM ELEMENT "ON TIME" SHALL BE 50 PERCENT FOR THE FLASHING MODE AND EQUAL INTERVALS OF 25 PERCENT FOR EACH SEQUENTIAL CHEVRON PHASE. THE FLASHING RATE SHALL BE NO FEWER THAN 25 NOR MORE THAN 40 FLASHES PER MINUTE.

APPLICATION

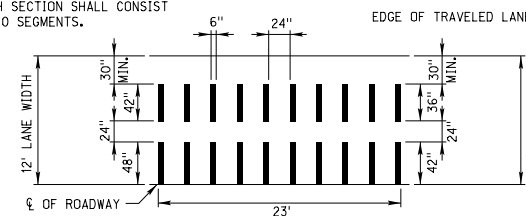
A FLASHING ARROW OR SEQUENTIAL CHEVRON MODE SHALL ONLY BE USED FOR STATIONARY OR MOVING LANE CLOSURES.

FOR SHOULDER WORK BLOCKING THE SHOULDER, FOR ROADSIDE WORK NEAR THE SHOULDER, OR FOR TEMPORARILY CLOSING ONE LANE ON A TWO-LANE, TWO-WAY ROADWAY, AN ARROW PANEL SHALL BE USED ONLY IN THE CAUTION MODE.

AN ARROW DISPLAY MODE SHALL NOT BE USED ON A TWO-LANE TWO-WAY ROADWAY FOR TEMPORARY ONE-LANE OPERATION OR LANE SHIFTS. AN ARROW DISPLAY SHALL NOT BE USED TO LATERALLY SHIFT TRAFFIC.

TEMPORARY RUMBLE STRIPS

EACH SECTION SHALL CONSIST OF 10 SEGMENTS.



DESIGN

TEMPORARY RUMBLE STRIPS MAY BE MADE OF ASPHALT PAVING MATERIAL, EPOXY AND AGGREGATE OR OTHER SUITABLE MATERIAL WHICH WILL MAINTAIN A DESIRABLE RUMBLE EFFECT. THE TEMPORARY RUMBLE STRIP SHOULD HAVE AN INSTALLED HEIGHT OF 5/8". PREFORMED RUMBLE STRIPS MAY BE USED PROVIDED THEY HAVE A MINIMUM 1/2" HEIGHT.

TRAFFIC SIGNALS

TRAFFIC SIGNALS MAY BE ALLOWED AT CERTAIN EQUIPMENT CROSSINGS WHERE THE VOLUME OF FILL MATERIAL AND THE NUMBER OF EQUIPMENT CROSSINGS PER HOUR IS HIGH. TRAFFIC SIGNALS MAY BE ALLOWED AT CERTAIN BRIDGE CONSTRUCTION SITES WHERE A COMBINATION OF ONE-WAY TRAFFIC AND HIGH TRAFFIC VOLUMES WOULD BE BEST SERVED WITH THIS TYPE OF TRAFFIC CONTROL.

ALL TRAFFIC SIGNAL REQUESTS AND METHOD OF INSTALLATION ON THE STATE HIGHWAY SYSTEM SHALL BE IN COMPLIANCE WITH THE MUTCD AND MUST BE APPROVED BY THE STATE TRAFFIC ENGINEER.

IF, AFTER THE SIGNAL ASSEMBLIES ARE ERECTED AND THE ROAD IS OPEN TO PUBLIC TRAVEL, THE SIGNAL SYSTEM IS NOT PUT IMMEDIATELY INTO OPERATION, THE SIGNAL FACES SHALL BE COVERED WITH BURLAP OR OTHER OPAQUE MATERIAL SUBJECT TO THE APPROVAL OF THE ENGINEER. INOPERATIVE SIGNALS ON ROADS OPEN TO THE PUBLIC SHALL ALWAYS BE COVERED. TILTING THE SIGNALS UPWARD IS NOT AN ACCEPTABLE ALTERNATIVE TO COVERING THE HEADS.

FLOODLIGHTS

WHEN NIGHTTIME WORK IS REQUIRED, FLOODLIGHTS SHALL BE USED TO ILLUMINATE FLAGGER STATIONS. FLOODLIGHTS SHOULD BE USED TO ILLUMINATE EQUIPMENT CROSSINGS, AND OTHER AREAS WHERE EXISTING LIGHT IS NOT ADEQUATE FOR THE WORK TO BE PERFORMED SAFELY.

IN NO CASE SHALL FLOODLIGHTING BE PERMITTED TO CREATE A DISABLING GLARE FOR DRIVERS. THE ADEQUACY OF THE FLOODLIGHT PLACEMENT AND ELIMINATION OF POTENTIAL GLARE SHOULD BE CHECKED BY DRIVING THROUGH THE PROJECT.

PAVEMENT MARKING

IT IS INTENDED TO THE EXTENT POSSIBLE, THAT MOTORISTS BE PROVIDED MARKINGS WITHIN A WORK AREA COMPARABLE TO THE MARKINGS NORMALLY MAINTAINED ALONG ADJACENT ROADWAYS, PARTICULARLY AT EITHER END OF THE WORK AREA.

ALL MARKINGS AND DEVICES USED TO DELINEATE VEHICLE AND PEDESTRIAN PATHS SHALL BE CAREFULLY REVIEWED DURING DAYTIME AND NIGHTTIME PERIODS TO AVOID INADVERTENTLY LEADING DRIVERS OR PEDESTRIANS FROM THE INTENDED PATH.

PAVEMENT MARKINGS NO LONGER APPLICABLE SHALL BE REMOVED UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TAPERS

TAPERS ARE CREATED USING A SERIES OF CHANNELIZING DEVICES OR PAVEMENT MARKINGS TO MOVE TRAFFIC OUT OF OR INTO ITS NORMAL PATH.

MERGING TAPER

A MERGING TAPER REQUIRES THE LONGEST DISTANCE BECAUSE DRIVERS ARE REQUIRED TO MERGE INTO COMMON ROAD SPACE. THE TAPER SHOULD BE LONG ENOUGH TO ENABLE MERGING DRIVERS TO HAVE ADEQUATE ADVANCE WARNING AND SUFFICIENT LENGTH TO ADJUST THEIR SPEEDS AND MERGE INTO A SINGLE LANE BEFORE THE DOWNSTREAM END OF THE TRANSITION.

SHIFTING TAPER

A SHIFTING TAPER IS USED WHEN MERGING IS NOT REQUIRED, BUT A LATERAL SHIFT IS NEEDED. APPROXIMATELY ONE-HALF "L" HAS BEEN FOUND TO BE ADEQUATE, WHERE MORE SPACE IS AVAILABLE, IT MAY BE BENEFICIAL TO USE LONGER TAPERS. GUIDANCE FOR CHANGES IN ALIGNMENT MAY ALSO BE ACCOMPLISHED BY USING HORIZONTAL CURVES DESIGNED FOR NORMAL HIGHWAY SPEEDS.

SHOULDER TAPERS

A SHOULDER TAPER MAY BE BENEFICIAL ON HIGH-SPEED ROADWAYS WHERE SHOULDERS ARE PART OF THE ACTIVITY AREA AND ARE CLOSED, OR WHEN IMPROVED SHOULDERS MIGHT BE MISTAKEN AS A DRIVING LANE IN THESE INSTANCES, THE SAME TYPE, BUT ABBREVIATED, CLOSURE PROCEDURES USED ON A NORMAL PORTION OF THE ROADWAY CAN BE USED. IF USED, SHOULDER TAPERS APPROACHING THE ACTIVITY AREA SHOULD HAVE A LENGTH OF ABOUT ONE-THIRD "L".

DOWNSTREAM TAPERS

THE DOWNSTREAM TAPER MAY BE USEFUL IN TERMINATION AREAS TO PROVIDE A VISUAL CUE TO THE DRIVER THAT ACCESS IS AVAILABLE TO THE ORIGINAL LANE OR PATH THAT WAS CLOSED. WHEN USED, IT SHOULD HAVE A MINIMUM LENGTH OF ABOUT 100 FEET PER LANE, WITH DEVICES SPACED ABOUT 20 FEET APART.

ONE LANE, TWO WAY TAPER

THE ONE-LANE, TWO-WAY TAPER IS USED IN ADVANCE OF AN ACTIVITY AREA THAT OCCUPIES PART OF A TWO-WAY ROADWAY IN SUCH A WAY THAT A PORTION OF THE ROAD IS USED ALTERNATELY BY TRAFFIC IN EACH DIRECTION. A SHORT TAPER HAVING A MINIMUM LENGTH OF 50 FEET AND A MAXIMUM LENGTH OF 100 FEET WITH CHANNELIZING DEVICES AT APPROXIMATELY 20 FOOT SPACINGS SHOULD BE USED TO GUIDE TRAFFIC INTO THE ONE-LANE-SECTION AND A DOWNSTREAM TAPER WITH A LENGTH OF APPROXIMATELY 100 FEET SHOULD BE USED TO GUIDE TRAFFIC BACK INTO THEIR ORIGINAL LANE.

TAPER LENGTH CRITERIA FOR TEMPORARY TRAFFIC CONTROL ZONES	
TYPE OF TAPER	TAPER LENGTH (FEET)
MERGING TAPER	L MINIMUM
SHIFTING TAPER	1/2 L MINIMUM
SHOULDER TAPER	1/3 L MINIMUM
TWO-WAY TAPER	100 FEET MAXIMUM

FORMULAS FOR L	
SPEED	FORMULA
40 MPH OR LESS	$L = \frac{WS^2}{60}$
45 MPH OR GREATER	$L = WS$

L = TAPER LENGTH IN FEET
W = WIDTH OF OFFSET IN FEET
S = POSTED SPEED LIMIT PRIOR TO WORK IN MPH

SPEED (MPH)	TAPER LENGTH L (FEET)		
	10 FT.	11 FT.	12 FT.
25	105	115	125
30	150	165	180
35	205	225	245
40	270	295	320
45	450	495	540
50	500	550	600
55	550	605	660
60	600	660	720
65	650	715	780
75	750	825	900

REV. NO.	DATE	DESCRIPTION OF REVISION
R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	JUN 14	2009 MUTCD UPDATE
R5	OCT 98	REVISE CHANNELIZATION DEVICES, TAPER

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 920-R7
**TRAFFIC CONTROL,
CONSTRUCTION AND MAINTENANCE**

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
DANIEL J. WADDE
E-6289
STATE OF NEBRASKA

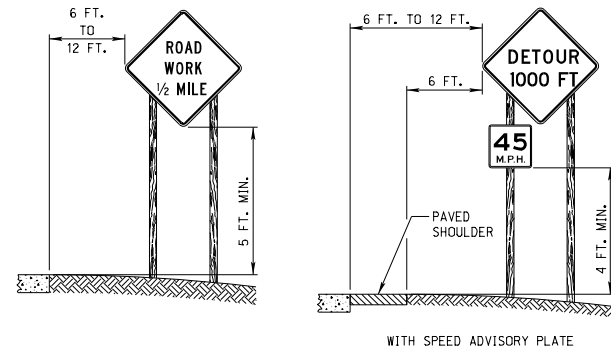
DATE _____

ORIGINAL:
OCTOBER 1998
DATE _____

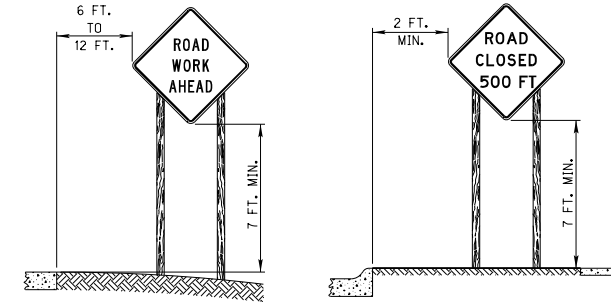
2
3

ROADSIDE SIGNS

**HEIGHT AND LATERAL LOCATION OF SIGNS
RURAL AREA**



URBAN AREA

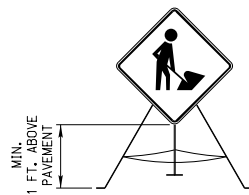


**TYPICAL FIRST SIGN AT
CONSTRUCTION SITE**

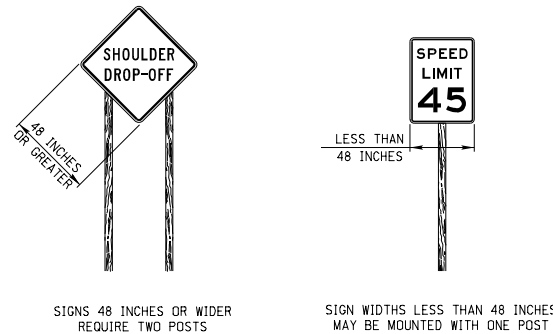


WITH TYPE "A" FLASHING WARNING LIGHT MOUNTED ABOVE TYPE III BARRICADE

**PORTABLE AND
TEMPORARY MOUNTING**



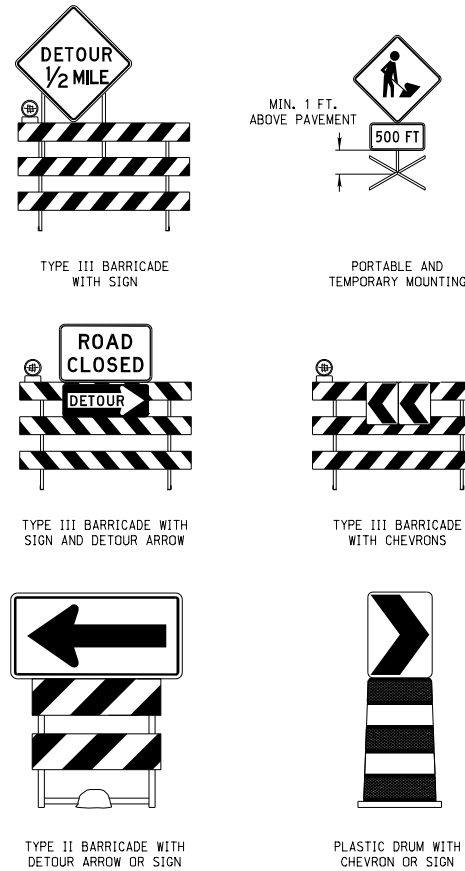
**TYPICAL SIGN MOUNTINGS
POST MOUNTED**



SIGNS 48 INCHES OR WIDER REQUIRE TWO POSTS

SIGN WIDTHS LESS THAN 48 INCHES MAY BE MOUNTED WITH ONE POST

**TYPICAL SIGN MOUNTINGS
OTHER THAN POST MOUNTED**



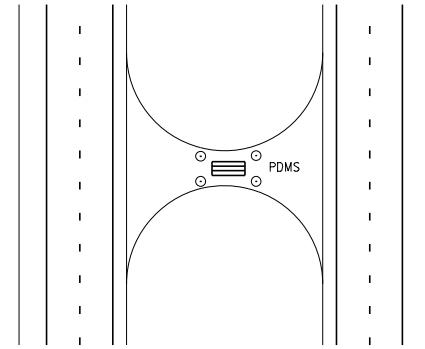
TEMPORARY SIGN SUPPORTS

ALL "TEMPORARY SIGN" SUPPORTS (BASES) SHALL BE NCHRP 350 OR MASH (TL-3) APPROVED.

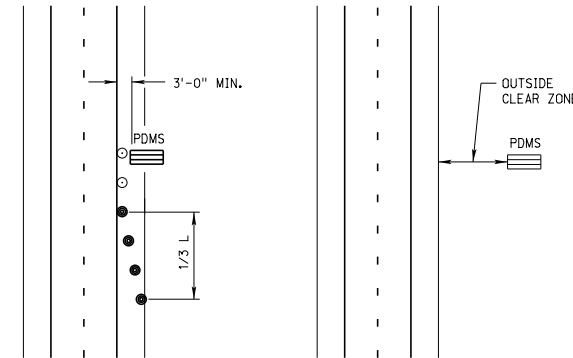
"TEMPORARY SIGNS" ARE ALL TEMPORARILY MOUNTED WORK ZONE SIGNS THAT ARE NOT POST MOUNTED IN THE GROUND AT THE TYPICAL 5 FOOT MOUNTING HEIGHT. TEMPORARY SIGNS ARE CONSIDERED NCHRP 350 OR MASH CATEGORY 2 DEVICES AND ARE MOUNTED ON TEMPORARY SIGN STANDS. TEMPORARY SIGNS SHALL BE MOUNTED A MINIMUM OF 1 FOOT ABOVE THE GROUND, UNLESS OTHERWISE REQUIRED TO BE MOUNTED AT A HIGHER HEIGHT.

TEMPORARY SIGNS AND THEIR SUPPORTS SHALL NOT BE IN PLACE LONGER THAN 3 DAYS. ANY SIGN THAT IS TO BE IN PLACE LONGER THAN 3 DAYS SHALL BE POST MOUNTED OR MOUNTED TO A DRUM, BARRICADE, OR BARRIER, AS REQUIRED BY THE PLANS OR SPECIFICATIONS.

PORTABLE DYNAMIC MESSAGE SIGN DELINEATION



IN MEDIAN



ON SHOULDER

OFF SHOULDER

PORTABLE DYNAMIC MESSAGE SIGNS (PDMS)

THE PLACEMENT OF PDMS SHOULD BE IN THE FOLLOWING ORDER:

WHENEVER POSSIBLE, PDMS SHOULD BE PLACED OFF OF ANY USABLE PORTION OF THE ROADWAY ON THE RIGHT SIDE OF THE ROADWAY. WHEN PLACED OUTSIDE THE CLEAR ZONE OR BEHIND GUARDRAIL OR CONCRETE PROTECTION BARRIERS, DELINEATION IS NOT REQUIRED.

WHERE FIELD CONDITIONS DO NOT ALLOW FOR THIS PLACEMENT, THE SIGNS MAY BE LOCATED ON THE OUTSIDE SHOULDER OF THE ROADWAY OR WITHIN THE MEDIAN.

A. A MINIMUM CLEARANCE OF 3 FEET MEASURED HORIZONTALLY FROM THE EDGE OF THE SIGN TO THE EDGE OF THE TRAVELED WAY IS RECOMMENDED.

B. THE PDMS SHOULD HAVE A MINIMUM MOUNTED HEIGHT OF 7 FEET ON FREEWAYS, EXPRESSWAYS AND IN URBAN AREAS.

C. ALL OTHER RURAL APPLICATIONS SHOULD HAVE A MINIMUM HEIGHT OF 5 FEET.

THESE HEIGHTS ARE MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE ELEVATION OF THE NEAR EDGE OF THE PAVEMENT.

REFLECTORIZED PLASTIC DRUMS SHOULD BE USED TO DELINEATE EACH SIGN USING A 1/3 L TAPER. THESE DRUMS SHOULD BE POSITIONED ON THE UPSTREAM END OF THE SIGN TO FORM A TAPER LEADING UP TO THE TRAFFIC SIDE OF THE SIGN. FOR A SIGN LOCATED IN THE MEDIAN, THE SIGN SHOULD BE DELINEATED WITH A 42 INCH CONE ON ALL FOUR CORNERS.

WHEN DEPLOYED, THE SIGN SHALL BE SIGHTED AND ALIGNED WITH APPROACHING TRAFFIC TO ENSURE VISIBILITY OF THE MESSAGE. IF MULTIPLE SIGNS ARE USED, THE SIGNS SHOULD BE LOCATED ON THE SAME SIDE OF THE ROAD AND SEPARATED ACCORDING TO PROPER SIGN SPACING.

WHEN PRACTICAL, PDMS SHOULD NOT BE USED TO REPLACE STATIC SIGNS FOR LONG TERM USAGE (OVER 10 DAYS).

WHEN PDMS ARE TO BE DEPLOYED FOR LONG PERIODS, SUCH AS INCIDENT MANAGEMENT ROLES, CONCRETE PADS WITH APPROPRIATE TIE DOWNS SHOULD BE CONSTRUCTED FOR THEIR PLACEMENT.

PDMS NOT ACTIVELY BEING USED IN A CONSTRUCTION OR INCIDENT MANAGEMENT ROLE SHOULD BE REMOVED.

REFER TO NDOR "DMS GUIDELINES" FOR PROPER PDMS MESSAGE INFORMATION.

NOTES

- ALL TRAFFIC CONTROL DEVICES SHALL MEET THE APPLICABLE STANDARDS AND SPECIFICATIONS PRESCRIBED IN PART 6 OF THE LATEST ADOPTED EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD)" AND THE STATE OF NEBRASKA SUPPLEMENT TO THE MUTCD. ALL TRAFFIC CONTROL DEVICES SHALL BE CRASHWORTHY AND QUALIFY AS SUCH ACCORDING TO THE TESTING AND ACCEPTANCE GUIDELINES OF THE NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP) REPORT 350 OR MANUAL FOR ASSESSING SAFETY HARDWARE (MASH).
- TRAFFIC CONTROL PLANS AND DEVICES SHOULD FOLLOW THE PRINCIPLES SET FORTH, BUT MAY DEVIATE FROM THE TYPICAL DRAWINGS TO ALLOW FOR CONDITIONS AND REQUIREMENTS OF THE PROJECT.
- TRAFFIC CONTROL DEVICES SHALL BE INSTALLED SO AS NOT TO OBSTRUCT THE VIEW OF OTHER TRAFFIC CONTROL DEVICES.
- THE ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE THE USE, AND APPROVE THE LOCATION OF ANY OF THE DEVICES SHOWN IN THESE PLANS.

WORK ZONE SPEED LIMIT NOTES

- WORK ZONE SPEED LIMITS SHALL NOT BE INSTALLED WITHOUT A SPEED ZONE AUTHORIZATION COMPLETED BY THE DEPARTMENT.
- REDUCED SPEED LIMITS SHOULD BE USED ONLY IN THE SPECIFIC PORTION OF THE WORK ZONE WHERE CONDITIONS OR RESTRICTIVE FEATURES ARE PRESENT. HOWEVER, FREQUENT CHANGES IN THE SPEED LIMIT SHOULD BE AVOIDED. THE REDUCTION OF SPEED SHOULD BE DESIGNED SO VEHICLES CAN SAFELY TRAVEL THROUGH THE WORK ZONE WITH A SPEED LIMIT REDUCTION OF NO MORE THAN 10 MPH UNLESS OTHERWISE NOTED IN THE PLANS.
- WORK ZONE SPEED LIMITS SHOWN ARE TYPICAL APPLICATIONS ONLY AND ARE NOT TO BE ASSUMED AS THE SPEED LIMITS REQUIRED FOR THE WORK.
- EXISTING SPEED LIMIT SIGNS SHALL BE REMOVED OR COVERED WHEN A REDUCED WORK ZONE SPEED LIMIT IS IN EFFECT IN THE SAME AREA.
- WORK ZONE SPEED LIMIT SIGNS SHALL BE INSTALLED EVERY MILE THROUGH THE WORK AREA WHEN SPEED ZONE IS REDUCED.
- A SPEED LIMIT SIGN ENDING THE REDUCED SPEED ZONE SHALL BE INSTALLED AT THE END OF EACH ZONE.
- DOUBLE FINES AND REDUCED SPEED ZONE SIGNING ARE NOT REQUIRED FOR SHORT-DURATION WORK LESS THAN 12 HOURS.

TAPER FORMULA

L - S x W FOR SPEEDS OF 45 MPH OR MORE. TYPE III BARRICADE

L - $\frac{WS^2}{60}$ FOR SPEEDS OF 40 MPH OR LESS.

WHERE:

L - MINIMUM LENGTH OF TAPER.

S - NUMERICAL VALUE OF POSTED SPEED LIMIT PRIOR TO WORK.

W - WIDTH OF OFFSET (LANE WIDTH).

LEGEND

○ REFLECTORIZED PLASTIC DRUM

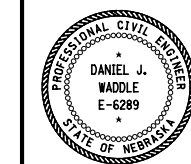
○ REFLECTORIZED PLASTIC DRUM OR 42" CONE

▬ PORTABLE DYNAMIC MESSAGE SIGN

R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	JUN 14	2009 MUTCD UPDATE
R5	OCT 98	REVISE CHANNELIZATION DEVICES, TAPER
REV. NO.	DATE	DESCRIPTION OF REVISION

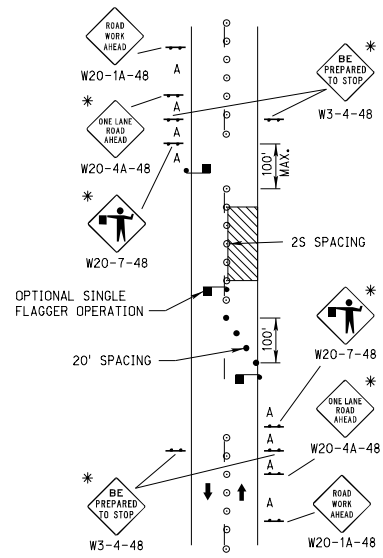
NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 920-R7
**TRAFFIC CONTROL,
CONSTRUCTION AND MAINTENANCE**

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:



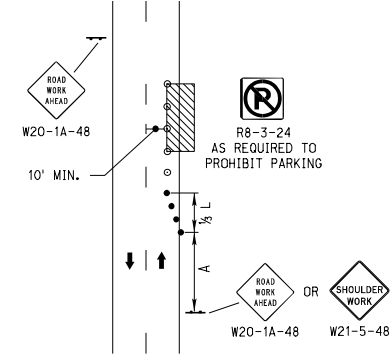
DATE
ORIGINAL:
OCTOBER 1998
DATE

3
3

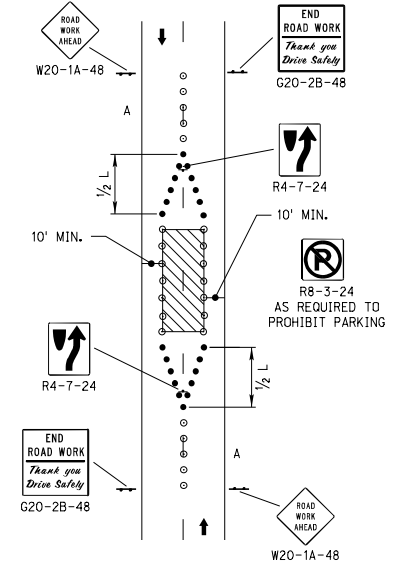


ONE LANE CLOSED WITH FLAGGER

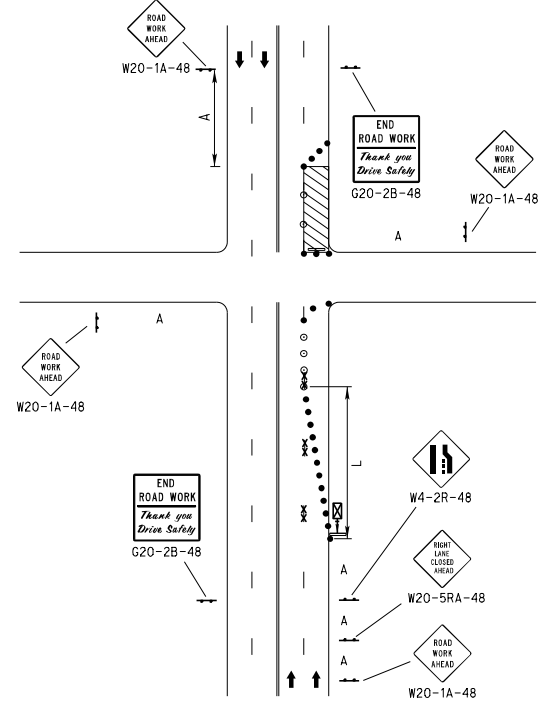
* SIGNS AND CONES ARE SUBSIDIARY TO THE FLAGGING OPERATION.



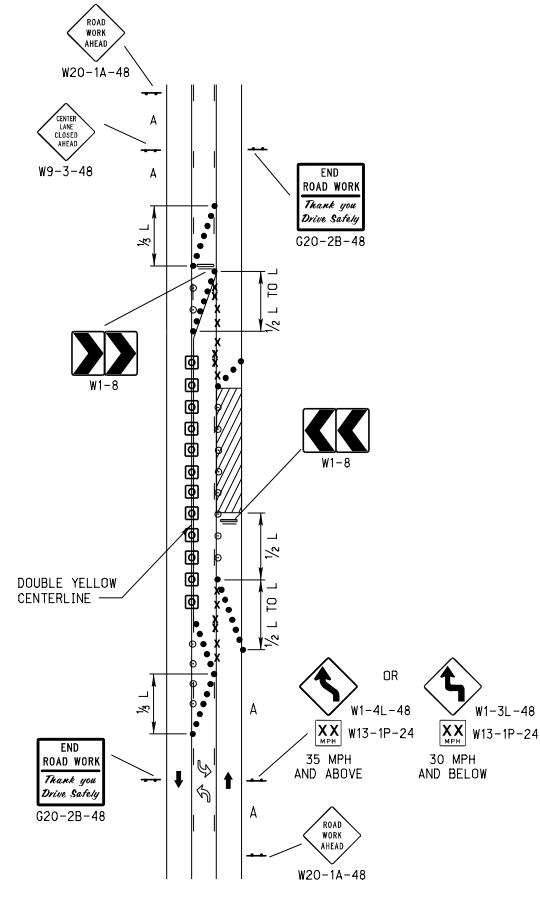
SHOULDER OR PARKING LANE CLOSED



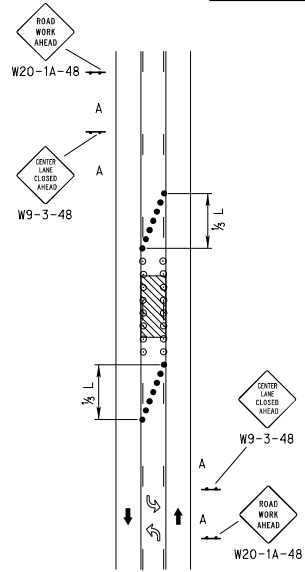
WORK IN CENTER OF ROAD WITH LOW TRAFFIC VOLUMES



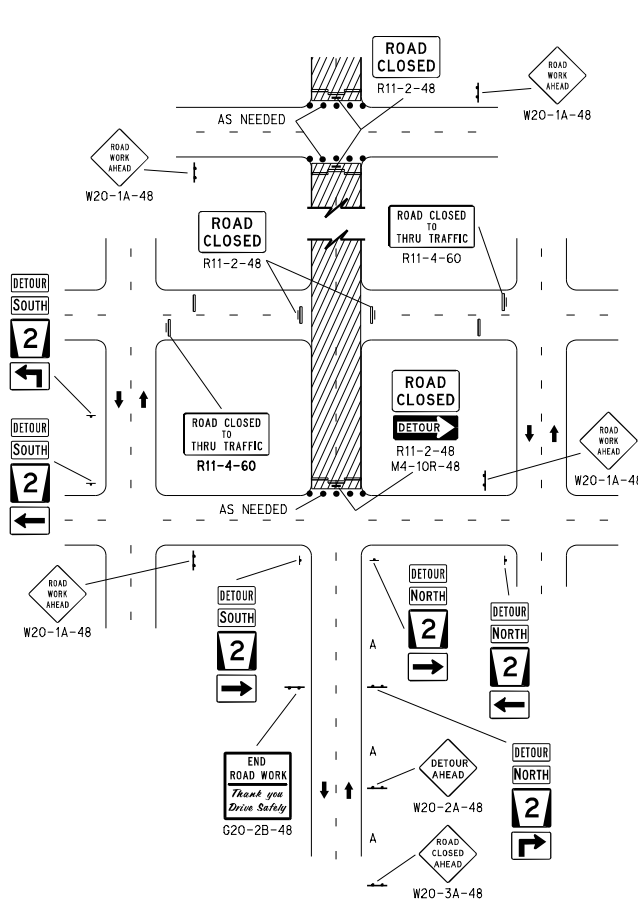
LANE CLOSED NEAR INTERSECTION (RIGHT LANE CLOSED)



3-LANE ROADWAY ONE LANE CLOSED

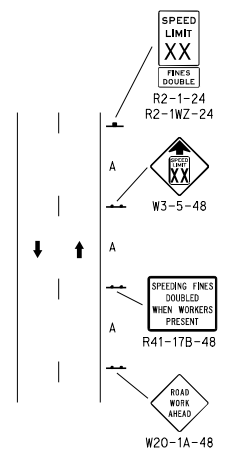


TWO-WAY LEFT TURN LANE CLOSED

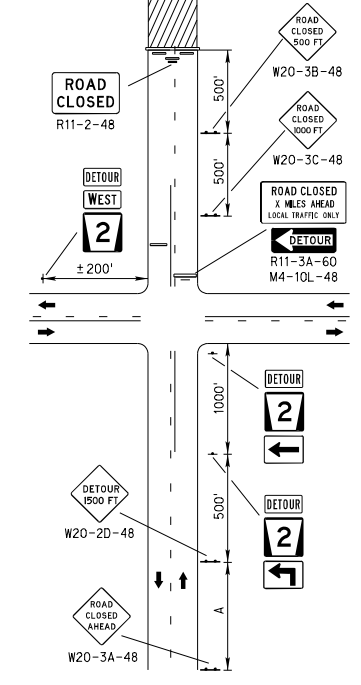


ROAD CLOSED AT DETOUR

ROAD TYPE	MINIMUM DISTANCE BETWEEN SIGNS
URBAN (LOW SPEED - 25 MPH TO 40 MPH)	100'
URBAN (HIGH SPEED - 45 MPH OR HIGHER)	350'



TYPICAL ADVANCED SIGNING



ROAD CLOSED BEYOND DETOUR

- LEGEND**
- ⚡ FLASHING ARROW PANEL
 - ▬ TYPE III BARRICADE
 - REFLECTORIZED PLASTIC DRUM
 - ⊠ TUBULAR POST
 - REFLECTORIZED PLASTIC DRUM OR 42" CONE
 - ↑ SINGLE POSTED SIGN
 - ↑↑ DOUBLE POSTED SIGN
 - ⚡ FLAGGER
 - xxxx PAVEMENT MARKING REMOVAL

TAPER FORMULA

$L = S \times W$ FOR SPEEDS OF 45 MPH OR MORE.

$L = \frac{WS^2}{60}$ FOR SPEEDS OF 40 MPH OR LESS.

WHERE:
 L = MINIMUM LENGTH OF TAPER.
 S = NUMERICAL VALUE OF POSTED SPEED LIMIT PRIOR TO WORK.
 W = WIDTH OF OFFSET (LANE WIDTH).

NOTES

1. ALL BARRICADE AND SIGN LOCATIONS ON THIS PLAN ARE APPROXIMATE, AND MAY BE ADJUSTED TO FIT FIELD CONDITIONS. THE SIGNS SHALL BE INSTALLED SO AS NOT TO OBSCURE THE VIEW OF OTHER TRAFFIC CONTROL DEVICES.
2. MINIMUM WIDTH OF TRAVELLED LANE SHALL BE AS REQUIRED BY THE ENGINEER.
3. FLASHING ARROW PANEL REQUIRED ON ALL ROADWAYS WITH POSTED SPEED LIMIT 45 MPH OR HIGHER. THE USE OF A FLASHING ARROW PANEL IS OPTIONAL ON ROADWAYS WITH A POSTED SPEED OF 40 MPH OR LOWER.
4. LONG-TERM FLASHING ARROW PANELS IN URBAN RESIDENTIAL AREAS WHERE DIESEL ENGINE NOISE WILL BE DISRUPTIVE TO RESIDENTS, MAY BE REQUIRED TO OPERATE BY 120 VAC, OR IF SIGHT DISTANCE ALLOWS, A SOLAR POWERED ARROW PANEL MAY BE USED.
5. FOR SHORT-TERM WORK (LESS THAN 24 HOURS) SIGN G20-2B-48 (END ROAD WORK, THANK YOU, DRIVE SAFELY) MAY BE OMITTED.
6. THE MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES IN A TAPER SHOULD BE APPROXIMATELY EQUAL IN FEET TO THE SPEED LIMIT (S). WHERE CHANNELIZING DEVICES ARE USED ALONG THE WORK AREA, THE SPACING MAY BE INCREASED TO THE DISTANCE IN FEET EQUAL TO THE SPEED LIMIT, DOUBLED (2 x S). SEE "TAPER FORMULA" TABLE FOR MORE INFORMATION.
7. FOR LANE CLOSURES OVER 72 HOURS, ALL CONFLICTING PAVEMENT MARKINGS SHALL BE REMOVED. ON ASPHALT SURFACES, DURABLE PAVEMENT MARKINGS MAY BE COVERED WITH APPROVED BLACK TEMPORARY PAVEMENT MARKING TAPE.
8. DESIGNATION OF SPEED SHOWN ON ADVISORY SPEED SIGNS W13-1P SHALL BE DETERMINED BY THE ENGINEER IN ACCORDANCE WITH MUTCD. THE SPEED DESIGNATION SHALL BE AS HIGH AS PRACTICAL AND FEASIBLE.

R4	JUL 20	ADDED NOTE TO SHEET ONE
R3	JAN 19	TOOK OUT 1/2 L ON SHEET 2
R2	JAN 18	NDOR BORDER TO NDOT BORDER
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
 STANDARD PLAN NO. 924-R4

URBAN TRAFFIC CONTROL PLAN

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

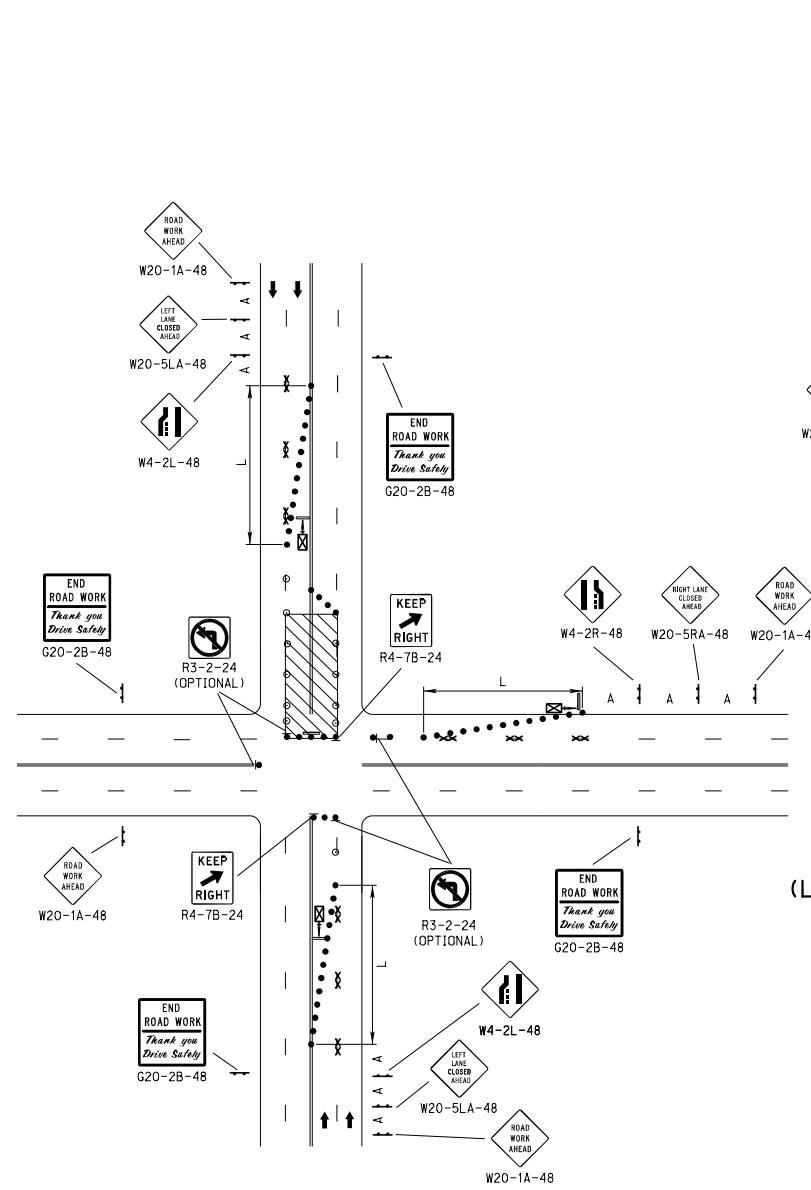
DANIEL J. WADDE
E-6289

DATE _____

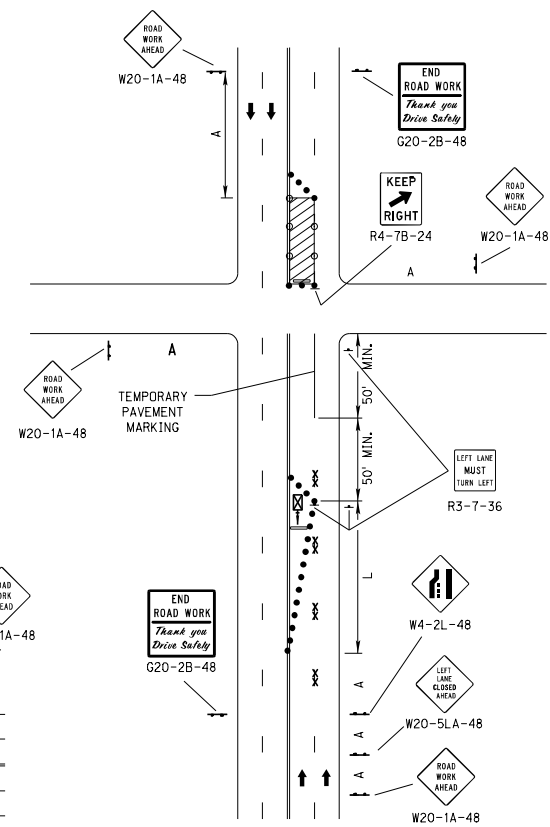
ORIGINAL: FEBRUARY 1, 2010

DATE _____

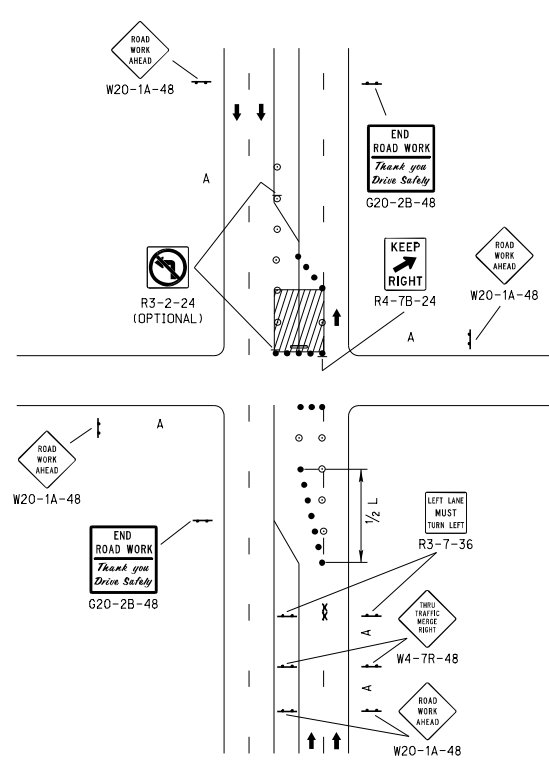
1
3



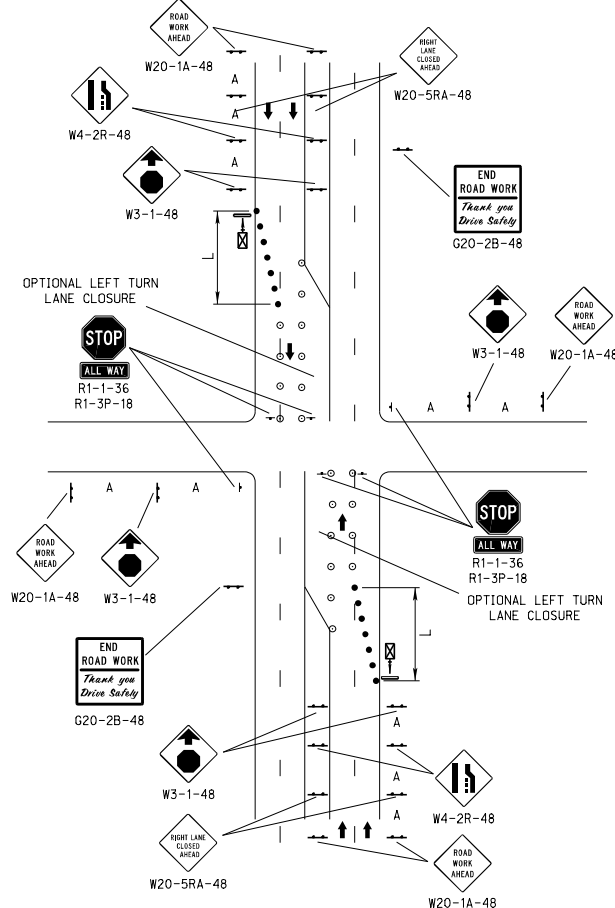
4 LANE UNDIVIDED ROADWAY
CENTER LANES CLOSED
NEAR INTERSECTION



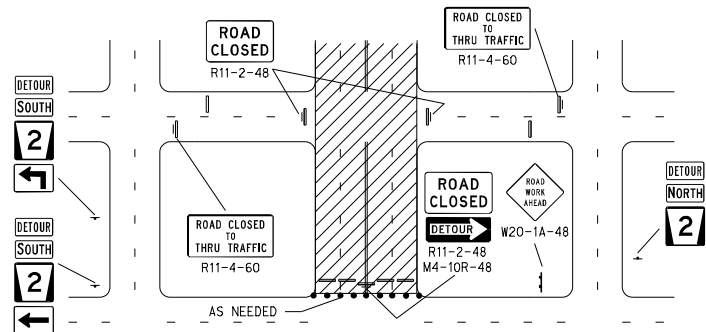
LANE CLOSED NEAR INTERSECTION
(LEFT LANE CLOSURE FORMING A TURNBAY)



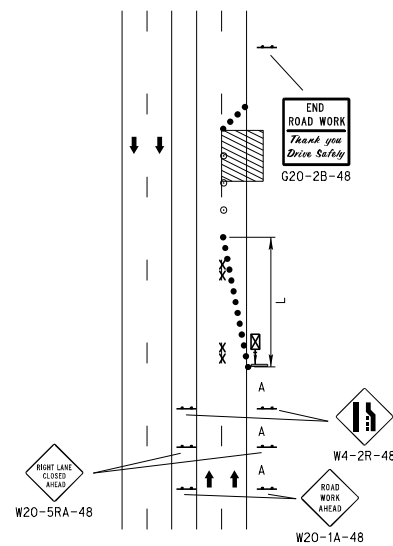
4 LANE DIVIDED ROADWAY
CENTER LANES CLOSED
NEAR INTERSECTION



TEMPORARY ALL-WAY STOP
FOR SIGNAL WORK



ROAD CLOSED AT DETOUR
(OPTIONAL LANE CLOSURE)



DIVIDED ROADWAY
ONE LANE CLOSED

ROAD TYPE	MINIMUM DISTANCE BETWEEN SIGNS
	A
URBAN (LOW SPEED - 25 MPH TO 40 MPH)	100'
URBAN (HIGH SPEED - 45 MPH OR HIGHER)	350'

LEGEND

- ⊠ FLASHING ARROW PANEL
- ▬ TYPE III BARRICADE
- REFLECTORIZED PLASTIC DRUM
- ⊞ TUBULAR POST
- REFLECTORIZED PLASTIC DRUM OR 42" CONE
- ↑ SINGLE POSTED SIGN
- ↑↑ DOUBLE POSTED SIGN
- ⊢ FLAGGER
- xxxx PAVEMENT MARKING REMOVAL

TAPER FORMULA

$L = S \times W$ FOR SPEEDS OF 45 MPH OR MORE.
 $L = \frac{WS^2}{60}$ FOR SPEEDS OF 40 MPH OR LESS.
 WHERE:
 L = MINIMUM LENGTH OF TAPER.
 S = NUMERICAL VALUE OF POSTED SPEED LIMIT PRIOR TO WORK.
 W = WIDTH OF OFFSET (LANE WIDTH).

R4	JUL 20	ADDED NOTE TO SHEET ONE
R3	JAN 19	TOOK OUT 1/2 L ON SHEET 2
R2	JAN 18	NDOR BORDER TO NDOT BORDER
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 924-R4

URBAN TRAFFIC CONTROL PLAN

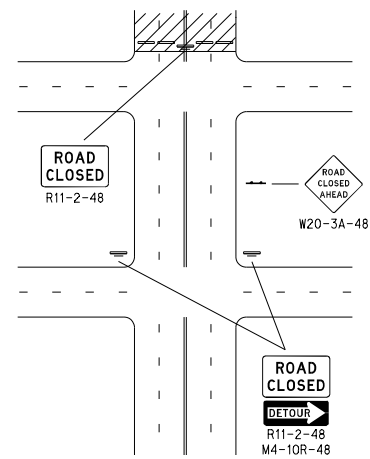
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

DATE _____

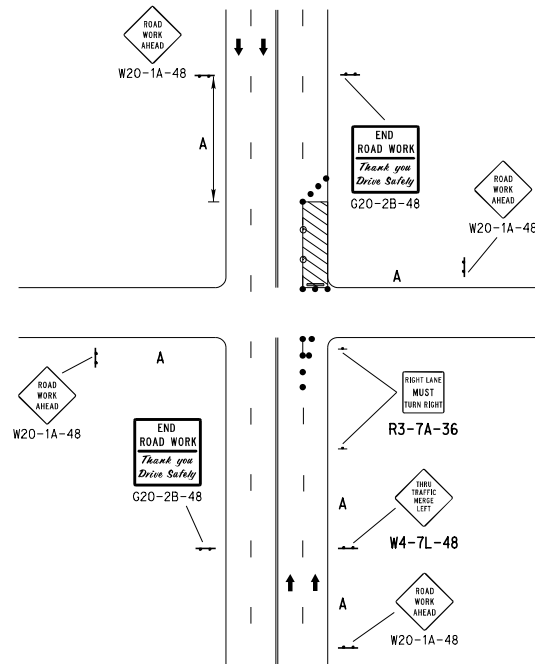
ORIGINAL: FEBRUARY 1, 2010

DATE _____

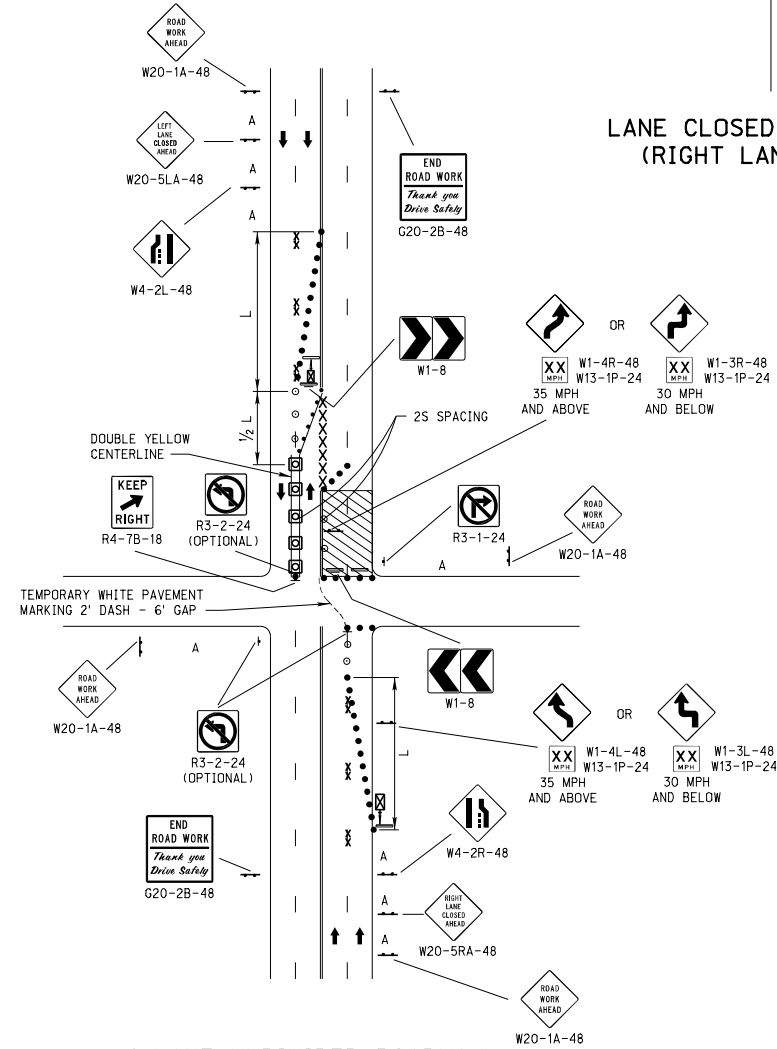
2
3



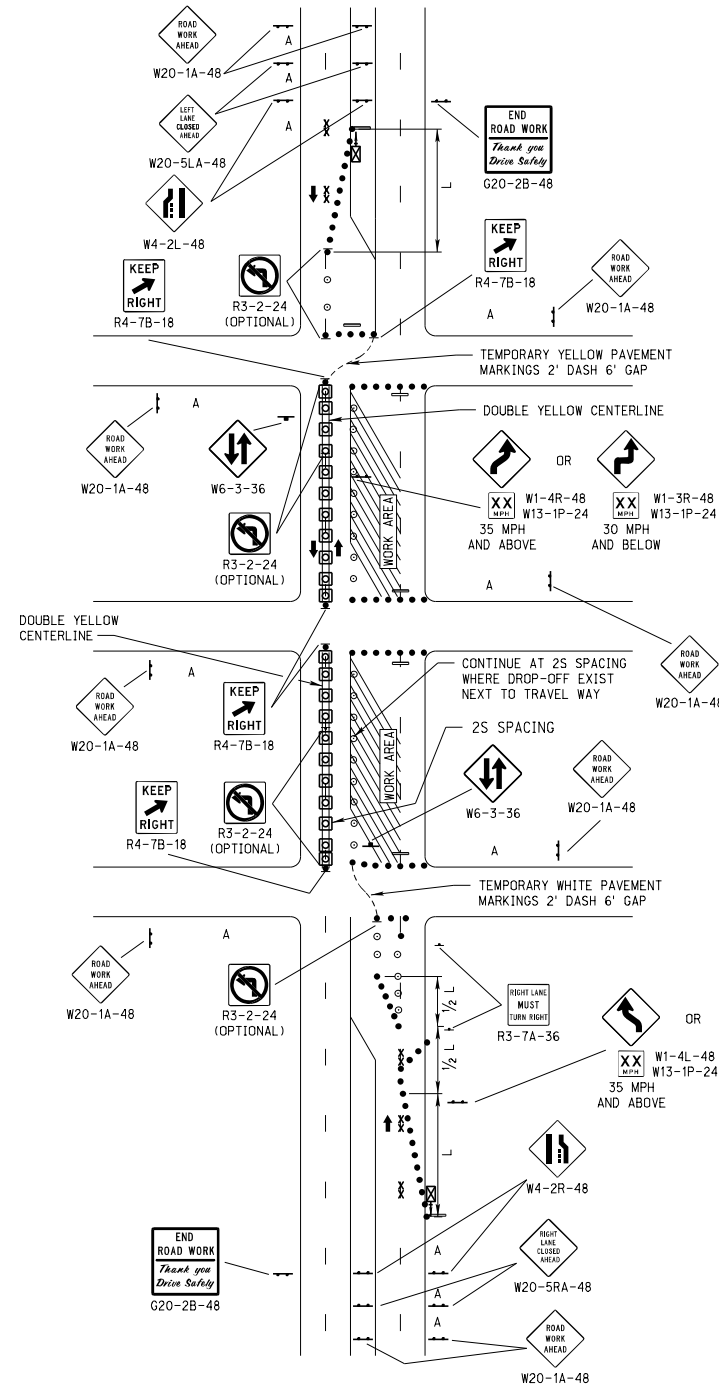
ROAD CLOSED BEYOND DETOUR



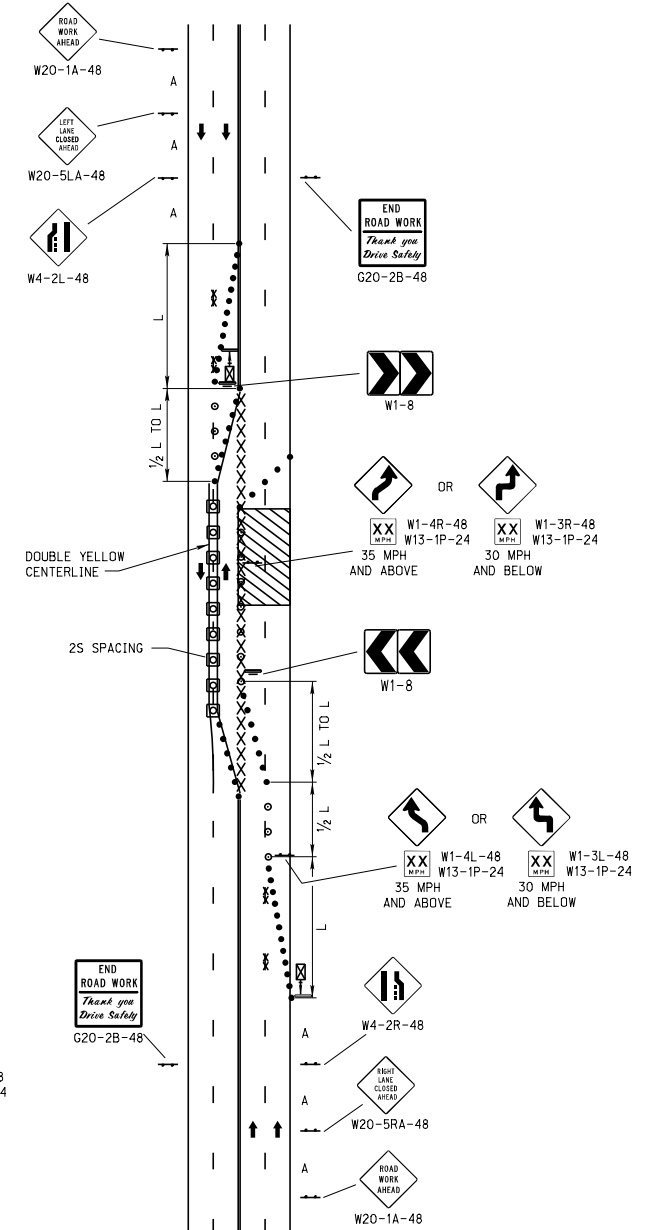
LANE CLOSED NEAR INTERSECTION (RIGHT LANE REMAINS OPEN)



4 LANE UNDIVIDED ROADWAY TWO LANES CLOSED NEAR INTERSECTION



4-LANE DIVIDED HALF CLOSED



4-LANE UNDIVIDED 2 LANES CLOSED

- LEGEND**
- ⚡ FLASHING ARROW PANEL
 - TYPE III BARRICADE
 - REFLECTORIZED PLASTIC DRUM
 - ⊠ TUBULAR POST
 - REFLECTORIZED PLASTIC DRUM OR 42" CONE
 - SINGLE POSTED SIGN
 - DOUBLE POSTED SIGN
 - FLAGGER
 - xxx PAVEMENT MARKING REMOVAL

TAPER FORMULA

$L = S \times W$ FOR SPEEDS OF 45 MPH OR MORE.

$L = \frac{WS^2}{60}$ FOR SPEEDS OF 40 MPH OR LESS.

WHERE:
 L = MINIMUM LENGTH OF TAPER.
 S = NUMERICAL VALUE OF POSTED SPEED LIMIT PRIOR TO WORK.
 W = WIDTH OF OFFSET (LANE WIDTH).

ROAD TYPE	MINIMUM DISTANCE BETWEEN SIGNS
URBAN (LOW SPEED - 25 MPH TO 40 MPH)	100'
URBAN (HIGH SPEED - 45 MPH OR HIGHER)	350'

REV. NO.	DATE	DESCRIPTION OF REVISION
R4	JUL 20	ADDED NOTE TO SHEET ONE
R3	JAN 19	TOOK OUT 1/2 L ON SHEET 2
R2	JAN 18	NDOR BORDER TO NDOT BORDER

NEBRASKA DEPARTMENT OF TRANSPORTATION
 STANDARD PLAN NO. 924-R4
URBAN TRAFFIC CONTROL PLAN

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
 DANIEL J. WADDLE
 E-6289
 STATE OF NEBRASKA

DATE: _____

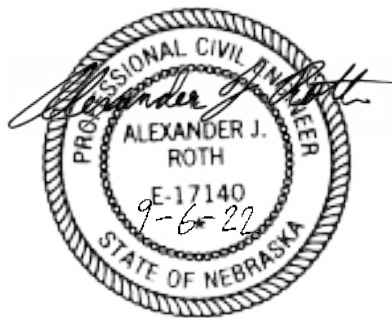
ORIGINAL: FEBRUARY 1, 2010
 DATE: _____

CONTRACT DOCUMENTS

**CITY OF SEWARD, NE
KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS
SCHEMMER PROJECT NO. 08493.001**

SCHEMMER

Design with Purpose. Build with Confidence.



OCTOBER 2022

TABLE OF CONTENTS

	<u>PAGE</u>
NOTICE TO CONTRACTORS	NC-1
INSTRUCTIONS TO BIDDERS	00200-1 : 00200-9
BID FORM	00410-1 : 00410-5
BID BOND	00430-1 : 00430-2
AGREEMENT	00520-1 : 00520-8
PERFORMANCE BOND	00610-1 : 00610-3
PAYMENT BOND	00615-1 : 00615-3
GENERAL CONDITIONS	00700-1 : 00700-62
SUPPLEMENTARY CONDITIONS	00800-1 : 00800-8
SPECIAL PROVISIONS	1 : 11
NOTICE OF AWARD	1 of 1
NOTICE TO PROCEED	1 of 1

NOTICE TO CONTRACTORS

CITY OF SEWARD, KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS

Sealed proposals will be received by the CITY OF SEWARD – CITY HALL, 537 Main Street, P.O. Box 38, SEWARD, NE 68434 until 12:00 p.m. on the 18th day of October 2022, for furnishing all labor, tools, materials, and equipment required to complete all work designated as KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS as per plans and specifications for such work now on file with the A&D Technical Supply website. An optional paper set of project documents is available for a non-refundable price through A&D Technical Supply. If you have any questions, contact Michael Oneby, P.E. at 402-643-4000 extension number 203. To bid the project, the contract documents must be issued directly by A&D Technical Supply.

The PROJECT consists of:

Construction of box culvert extension with drop basin and stabilize the downstream drainageway channel. Existing storm sewer system shall be extended to connect with the box culvert extension.

Contractors shall submit a LUMP SUM bid price for all work associated with the construction plans and specifications. Bid items quantities shown within the construction plans are for information only.

All Proposals for said construction work must be made on blanks furnished by the ENGINEER and must be accompanied by Bid Security of not less than 5% of the amount bid. Bid Security to be made payable to the City of Seward as liquidated damages in case the bid is accepted and the bidder neglects or refuses, to enter into contract and furnish bond in accordance herewith.

No bidder may withdraw the submitted proposal for a period of forty-five (45) days after the date set for the opening of bids. The City of Seward reserves the right to reject any or all bids received and to waive informalities.

MICHAEL ONEBY, P.E.
PROJECT COORDINATOR/CITY ENGINEER
City of Seward, Nebraska – City Hall
537 Main Street
P.O. Box 38
Seward, NE 68434

Published: Seward County Independent, September 28th, October 5th, and October 12th, 2022

Instruction to Bidders

Defined Terms

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience or present commitments.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation

Instruction to Bidders

or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

Instruction to Bidders

- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data,"
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

Instruction to Bidders

- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will not be held for this project

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to

Instruction to Bidders

have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 46 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, [Milestones are to be achieved and] the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, *without an increase in the Bid*.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

Instruction to Bidders

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to CITY OF SEWARD, 142 N. 7TH STREET, SEWARD, NE 68434.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid

Instruction to Bidders

of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

Instruction to Bidders

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

BID FORM

Project Identification:

CITY OF SEWARD, KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS

Contract Identification and Number:

Schemmer Project No. 08493.001

ARTICLE 1-BID RECIPIENT

1.01 This Bid is submitted to:

City of Seward, Nebraska – City Hall
Attn. Michael Oneby, P.E.
537 Main Street
P.O. Box 38
Seward, NE 68434

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No. Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data,"
 - E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price:

<i>Lump Sum Bid Price</i>	\$
---------------------------	----

Bid items and quantities shown in the construction plans for information only.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of _____;

Defined Terms

7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____
(SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in [State where Project is located] is
____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[If applicable]*

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) _____
Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Seward, Nebraska _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, materials and equipment for KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS. Work, per the plans and specifications, shall include clearing and grubbing, excavation, storm sewer construction, box culvert construction, sidewalk construction, signing, seeding, and all incidental work necessary to complete the Project as required by the plans and specifications.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**CITY OF SEWARD
KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS
SCHEMMER PROJECT NO. 08493.001**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by the Schemmer Associates (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be completed per the CONTRACT TIME section of the special provisions after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions for Project Karol Kay Boulevard Box Culvert Improvements.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that

have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data,"

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Cover Page
 - 2. Table of Contents
 - 3. Notice to Contractors (page NC-1)
 - 4. Instructions to Bidders (pages 200-1: 200-9)
 - 5. Bid Form (pages 410-1: 410-5)
 - 6. Bid Bond (pages 430-1: 430-2)
 - 7. This Agreement (pages 520-1 to 520-8, inclusive).
 - 8. Performance bond (pages 610-1 to 610-3, inclusive).

9. Payment bond (pages 615-1 to 615-3, inclusive).
 10. Other bonds (pages – to --, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 11. General Conditions (pages 700-1 to 700-62, inclusive).
 12. Supplementary Conditions (pages 800-1 to 800-8, inclusive).
 13. Special Provisions (pages 1 to 11).
 14. Drawings consisting of the Drawings listed on attached sheet index.
 15. Addenda (numbers _____ to _____, inclusive).
 16. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 17. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award (pages 1 to 1, inclusive).
 - b. Notice to Proceed (pages 1 to 1, inclusive).
 - c. Work Change Directives.
 - d. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Seward, Nebraska

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



SKILL RESPONSIBILITY INTEGRITY

ASCE American Society
of Civil Engineers

P/E National Society of
Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed	6
2.04 Starting the Work.....	6
2.05 Before Starting Construction	7
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules	7
Article 3 – Contract Documents: Intent, Amending, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents	9
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	10
4.01 Availability of Lands	10
4.02 Subsurface and Physical Conditions	11
4.03 Differing Subsurface or Physical Conditions.....	11
4.04 Underground Facilities	13
4.05 Reference Points	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers	16
5.03 Certificates of Insurance	16
5.04 Contractor’s Insurance.....	17
5.05 Owner’s Liability Insurance	18
5.06 Property Insurance	18
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds	21
5.09 Acceptance of Bonds and Insurance; Option to Replace.....	21

5.10	Partial Utilization, Acknowledgment of Property Insurer	21
Article 6 – Contractor’s Responsibilities		
6.01	Supervision and Superintendence	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	22
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”	23
6.06	Concerning Subcontractors, Suppliers, and Others	25
6.07	Patent Fees and Royalties	26
6.08	Permits.....	27
6.09	Laws and Regulations.....	27
6.10	Taxes	28
6.11	Use of Site and Other Areas	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative	30
6.15	Hazard Communication Programs	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples	30
6.18	Continuing the Work	32
6.19	Contractor’s General Warranty and Guarantee.....	32
6.20	Indemnification	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site.....		
7.01	Related Work at Site	34
7.02	Coordination.....	35
7.03	Legal Relationships.....	35
Article 8 – Owner’s Responsibilities		
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer.....	36
8.03	Furnish Data	36
8.04	Pay When Due	36
8.05	Lands and Easements; Reports and Tests	36
8.06	Insurance	36
8.07	Change Orders.....	36
8.08	Inspections, Tests, and Approvals	36
8.09	Limitations on Owner’s Responsibilities	36
8.10	Undisclosed Hazardous Environmental Condition.....	37
8.11	Evidence of Financial Arrangements	37
8.12	Compliance with Safety Program.....	37
Article 9 – Engineer’s Status During Construction		
9.01	Owner’s Representative.....	37
9.02	Visits to Site	37
9.03	Project Representative	38

9.04	Authorized Variations in Work	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments	38
9.07	Determinations for Unit Price Work	38
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	39
9.09	Limitations on Engineer’s Authority and Responsibilities.....	39
9.10	Compliance with Safety Program.....	40
Article 10 – Changes in the Work; Claims		40
10.01	Authorized Changes in the Work	40
10.02	Unauthorized Changes in the Work	40
10.03	Execution of Change Orders.....	40
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 – Cost of the Work; Allowances; Unit Price Work.....		42
11.01	Cost of the Work.....	42
11.02	Allowances.....	44
11.03	Unit Price Work	45
Article 12 – Change of Contract Price; Change of Contract Times.....		45
12.01	Change of Contract Price.....	45
12.02	Change of Contract Times.....	47
12.03	Delays.....	47
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....		48
13.01	Notice of Defects	48
13.02	Access to Work	48
13.03	Tests and Inspections	48
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	49
13.06	Correction or Removal of Defective Work.....	49
13.07	Correction Period.....	50
13.08	Acceptance of Defective Work	51
13.09	Owner May Correct Defective Work	51
Article 14 – Payments to Contractor and Completion.....		52
14.01	Schedule of Values	52
14.02	Progress Payments	52
14.03	Contractor’s Warranty of Title	54
14.04	Substantial Completion.....	55
14.05	Partial Utilization	55
14.06	Final Inspection.....	56
14.07	Final Payment	56
14.08	Final Completion Delayed.....	57
14.09	Waiver of Claims	58

Article 15 – Suspension of Work and Termination	58
15.01 Owner May Suspend Work	58
15.02 Owner May Terminate for Cause	58
15.03 Owner May Terminate For Convenience.....	59
15.04 Contractor May Stop Work or Terminate	60
Article 16 – Dispute Resolution	60
16.01 Methods and Procedures.....	60
Article 17 – Miscellaneous.....	61
17.01 Giving Notice.....	61
17.02 Computation of Times	61
17.03 Cumulative Remedies.....	61
17.04 Survival of Obligations.....	61
17.05 Controlling Law	61
17.06 Headings.....	61

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *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 and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *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.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a

Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written

interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of 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.
- B. 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 errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and

Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable. Insurance requirements for work around railroad property are detailed in the special provision "Railroad Special Provision". Reference that document for additional insurance requirements.
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or

entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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 or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, 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 Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. 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 or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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 or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. 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 or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds 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 or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. 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 or arbitration or other

dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

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

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A.** Owner shall furnish to Contractor up to 5 printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.

B: Not Used

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A.** No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C** The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than

the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability:
Each Accident \$1,000,000

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$2,000,000
- b. Products - Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- e. Fire Damage Limit \$50,000 any one fire
- f. Medical Damage Limit \$5,000 any one person
- g. Excess or Umbrella Liability
 - General Aggregate \$3,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Combined Single Limit of \$1,000,000

SC-5.06 *Property Insurance*

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:**
- 1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;**
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.**
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);**
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;**
 - 5. allow for partial utilization of the Work by Owner;**
 - 6. include testing and startup;**
 - 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and**
 - 8. comply with the requirements of Paragraph 5.06.C of the General Conditions.**

SC-6.08 Add the following paragraph 6.08 B. after Paragraph 6.08 A:

B. Contractor is responsible for complying with the requirements of permits for the project that Owner has obtained, or is in the process of obtaining (per Paragraph 6.08 A, Contractor is responsible for obtaining all other permits necessary for the project.)

1. Section 404 authorization: Nationwide Permit Verification, NOW-2022-01139-WEH

2. Floodplain Permit: City of Seward Floodplain Development Permit

3. Construction Storm Water Notice of Intent (SWPPP): Contractor shall take all necessary management measures, and conduct its work to comply with the requirements and regulations of NPDES best management practices. The project area does not exceed 1 acre in disturbed ground and it is not necessary to acquire a permit for this work.

4. Contractor shall familiarize himself with the requirements and provisions of all necessary project permits and shall be solely responsible for implementing and maintaining all measures of these permits. To the fullest extent allowed by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer and Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, 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 Contractor's failure to comply with the conditions and requirements of these permits.

SC-6.20 *Indemnification*

SC-6.20 Delete Article 6.20.C.2 in its entirety.

SC-9.03 *Project Representative*

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the

supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. ***Schedules:*** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. ***Conferences and Meetings:*** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. ***Liaison:***
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. ***Interpretation of Contract Documents:*** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. ***Shop Drawings and Samples:***
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. ***Modifications:*** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to

Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**

8. *Inspections, Tests, and System Startups:*

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.**
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.**

9. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.**
- b. Maintain records for use in preparing Project documentation.**

10. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with**

the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**
- c. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.**

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. **Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.**
- b. **Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.**
- c. **Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.**

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).**
- 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.**
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.**
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.**
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.**
- 8. Authorize Owner to occupy the Project in whole or in part.**

SPECIAL PROVISIONS
CITY OF SEWARD (2022)
KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS
SCHEMMER PROJECT NO. 08493.001

SCHEMMER

Design with Purpose. Build with Confidence.



OCTOBER 2022

Table of Contents

GENERAL CONTRACT REQUIREMENTS	1
CONTRACT TIME	1
CONSTRUCTION STAKING	1
STATUS OF PERMITS	2
SPECIAL PROSECUTION AND PROGRESS	3
General.....	3
Traffic Control	3
Pedestrian Accommodations.....	4
STATUS OF EASEMENT	4
STATUS OF UTILITIES	4
CITY OF SEWARD UTILITIES	4
GENERAL CLEARING AND GRUBBING	4
CONTAMINATED SOIL REMOVAL.....	4
REMOVE AND RESET SIGN AND POST	5
TYPE 2 FENCE – 4’ ORNAMENTAL STEEL.....	5
EROSION CONTROL, CLASS 1D.....	6
PART 1 SUBMITTALS:	6
PART 2 - PRODUCTS	7

GENERAL CONTRACT REQUIREMENTS

This project will utilize Nebraska Department of Transportation Standard Plans and Specifications. These Special Provisions amend or supplement the Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 Edition, and other provisions of the Contract Documents as indicated herein. All provisions that are not so amended or supplemented via these special provisions remain in full force and effect.

The Contractor shall not take advantage of any apparent error, discrepancy or omission in the plan, specifications or geotechnical reports. Upon discovery of such an error, discrepancy or omission, the Contractor shall notify the City's representative immediately. The City's Representative will then make such corrections or interpretations as necessary to fulfill the intent of the plans and specifications.

Materials or work described in words which, so applied, have known technical or trade meaning shall be held to refer to such recognized standards.

Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the City's Representative and the City's Representative's decision thereon shall be final. Correction of errors or omissions on the drawings or specifications may be made by the City's Representative when such correction is necessary for the proper execution of the work.

CONTRACT TIME

Based upon an assumed October 25, 2022, NTP date, all work associated with this project shall be substantially complete by June 30, 2023. Once construction begins, the Contractor shall have no more than 90 calendar days to complete all work associated with the project. Suspension of calendar days may be requested by the Contractor to be approved by the City during winter of 2022/2023.

Failure to meet the substantial completion date of the overall project shall result in liquidated damages of \$500 per calendar day beyond the specified calendar days allowed.

Substantial completion shall be defined as all box culvert and storm sewer construction complete; inlet and pipe shall be placed and backfilled, sidewalk paving complete, and all temporary construction signs and barricades removed, and site cleanup complete. Final completion of all work shall be completed by July 15, 2023. Determination of Substantial Completion and Final Completion shall be subject to the City's Representative's approval.

CONSTRUCTION STAKING

Construction staking shall be done by the Engineer at the Owners cost. The Engineer will furnish and set construction stakes or benchmarks establishing lines and grades and will furnish the Contractor with all necessary information relating to them. The Contractor shall be responsible for the preservation of all stakes and marks. The cost of replacing any stakes or marks destroyed or disturbed by the Contractor shall be charged against, and deducted from, the payment for the work.

The Contractor shall provide one week's notice for stakes when moving onto the work and 48 hours notice for any additional staking needs.

Staking by the Engineer shall include: establishing project centerline (providing stationing at 100 foot intervals), box culvert stakes, establishing and referencing control points, and slope stakes.

Any errors or apparent discrepancies found in previous surveys, plans, specifications, or special provisions shall immediately be called to the attention of the Engineer by the Contractor for correction or interpretation before proceeding with the work.

STATUS OF PERMITS

The size of the improvement projects covered by these contract documents falls under the one Acre limit for area of disturbed ground. Therefore, a National Pollutant Discharge Elimination System (NPDES) permit will not be required for this project. However, the contractor will be required to follow Best Management Practices (BMP) as it pertains to Erosion and Sediment Control Measures. The following measures are proposed for this project:

- Temporary silt fence will be installed at the toe of proposed grading slopes.
- Riprap with filter fabric will be placed at the outlet of the box culvert.
- Disturbed areas will be seeded with grasses.
- Erosion control blankets will be installed along the slopes of the newly constructed roadway.
- All waste materials will be collected and properly stored and disposed of. All personnel will be instructed regarding the correct procedure for waste disposal.
- All sanitary waste will be collected from the portable units and properly disposed of frequently enough to avoid overfilling.
- Good housekeeping and spill control practices will be followed during construction to minimize storm water contamination.
- All vehicles on site will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage.
- Petroleum products will be stored in tightly sealed containers which are clearly labeled.
- Spill kits will be included with all fueling sources and maintenance activities.
- All chemical compounds will be properly stored and tightly sealed when not in use. Excess materials will not be discharged to the storm sewer system, but will be properly disposed of according to the manufacturer's instructions.
- Concrete trucks will not be allowed to wash out or discharge surplus concrete or dump wash water on site. If it's necessary to have wash out on site, appropriate sites will be designated and designed to properly handle the anticipated water. Wash water shall be contained, treated and allowed to infiltrate whenever possible.

Unless otherwise indicated, all vegetative and structural erosion and sediment control practices and stormwater management practices will be constructed and maintained according to the minimum standards and specifications of Chapter 2 of the Nebraska Department of Transportation Drainage Design and Erosion Control Manual.

Following soil disturbance, permanent or temporary stabilization shall be completed within seven (7) calendar days to the surface of all perimeter sediment controls, topsoil stockpiles, and any other disturbed or graded areas on the project site which are not being used for material storage, or on which actual earth moving activities are being performed.

If existing BMPs need to be modified or additional BMPs are necessary for any reason, implementation must be completed before the next storm event whenever practicable. If implementation before the next storm is impracticable, the situation must be documented and the alternative BMPs must be implemented as soon as possible.

Permanent Stabilization: Disturbed areas that will not be hard surfaced will be seeded and overlain with erosion control blanket.

Stormwater Runoff and Management: Runoff from the roadway will be routed through the proposed underground enclosed storm sewer system. The storm sewer system will be designed to accommodate the runoff and discharge the peak flows without creating increased erosion.

Spill and Mitigation Plan: Spills of hazardous materials shall be contained and cleaned up immediately. Any contaminated soils or materials shall be removed and treated or disposed of (as appropriate) in accordance with NDEQ and EPA guidelines. Spills large enough to reach the storm sewer system will be reported to the National Response Center at 1-800-424-8802.

404 Nationwide Permit: This project has an approved permit issued by the U.S. Army Corps of Engineers, including special conditions. A copy of the issued permit is included within the special provisions.

SPECIAL PROSECUTION AND PROGRESS

The following prosecution and progress of work shall be used in developing the baseline schedule for the project. The Contractor will be required to generally proceed with sequencing the construction work as shown on the phasing plans unless otherwise approved by the City's Representative.

General

All work shall be confined within the limits of the existing right-of-way or easements unless the Contractor has obtained separate rights from an adjacent property owner. The Contractor shall provide to the City's Representative written copies of any agreements for separate property rights that are obtained.

Traffic Control

Total road closures to through traffic will not be allowed on Karol Kay Boulevard during the period of construction.

Pedestrian Accommodations

Pedestrian access to the corridor will be always maintained. During construction, sidewalks under repair will be closed to pedestrians. One sidewalk on either side of Karol Kay Boulevard must remain open at all times.

STATUS OF EASEMENT

All work for this project will occur in the public right of way. The Contractor will not be allowed to perform work outside the existing public right-of-way on any tract unless otherwise granted access.

STATUS OF UTILITIES

Utility facilities, aerial and/or underground exist within this project. The Contractor shall avoid damaging any utility(s). Any such damage caused by Contractor, Contractor's employees, subcontractors, suppliers or agents will be the responsibility of Contractor to repair at Contractor's expense. No additional compensation will be allowed for protecting utility(s) or for repair of any damage caused by Contractor, Contractor's employees, subcontractors, suppliers or agents. Contractor shall coordinate utility relocation or reconstruction with the appropriate utility company. Any relocation work necessary will be concurrent with construction.

CITY OF SEWARD UTILITIES

The City of Seward has existing water mains, sanitary sewers, and storm sewers within the limits of the project. Impacts to these utilities are not anticipated outside of improvements outlined within the plans. All work within this area which may impact public water or sewer facilities will require coordination with the City of Seward Engineer and the City's Representative to minimize impact to daily activities. See General Information, Sheet G1 in the construction drawings regarding sanitary force main. The point of contact for the City of Seward is:

City of Seward Engineer
Contact: Michael Oneby, P.E.
Phone: (402) 643-4000

GENERAL CLEARING AND GRUBBING

The work area along Karol Kay Boulevard consists of grasses, shrubs and small trees. With this in mind, clearing and grubbing of vegetation within the project area may be required.

CONTAMINATED SOIL REMOVAL

During the execution of the work on this project the Contractor may encounter contaminated soils, debris or groundwater (media). If contaminated media is encountered the Contractor shall immediately cease excavation operations and contact the City's Representative. If it is determined by the City's Representative that the contaminated soils cannot be used on-site (e.g. as backfill for the utility trenches), the Contractor shall be required to dispose of any

contaminated media in accordance with all federal, state and local laws.

In the event the Contractor or on-site construction management personnel suspect that contaminated media is encountered or will be during the performance of the work, they shall immediately notify the City's Representative and follow their direction for resolution on how to manage the contaminated media. Typical indications of potentially contaminated media include discoloration and/or odors associated with the media removed as part of boring, trenching or other excavation work.

During the course of the project the Contractor shall not haul any excavated material that is suspected to be contaminated off-site without the prior approval of the City's Representative. As such, the Contractor shall provide locations on-site to temporarily stockpile all excavated material that may be suspected to contain contaminated soils. All temporary stockpiles of contaminated soils shall be kept separate from clean soils and shall comply with the requirements set forth in the Construction Storm Water Pollution Prevention Plan (SWPPP) (if required). The City's Representative will determine the appropriate method for disposal of the excavated material if it is determined to be contaminated and make a recommendation to the Contractor. Work associated with removal and disposal of contaminated material will be considered on an 'Extra Work' basis.

REMOVE AND RESET SIGN AND POST

Traffic control signs that will interfere with the construction work shall be removed, stored, and then reset upon completion of the construction work by the Contractor. These signs shall be identified by the Engineer. It is anticipated that the existing sign and post will be re-used. If the Contractor damages either the sign or post during removal or storage, they shall be replaced at no additional cost to the City. Traffic control signs that do not interfere with the proposed work shall be left in place and not disturbed or damaged.

TYPE 2 FENCE – 4' ORNAMENTAL STEEL

The contractor shall provide all labor, materials and appurtenances necessary for installation of the ornamental steel fence system. The manufacturer shall supply a total fence system of Montage II Majestic™ - Panel 3 rail, 4 inch gap, 4 foot high, 8 foot long ATF® Welded Ornamental Steel design or approved equal. The system shall include all components (i.e., panels, posts, gates and hardware) required. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified. The manufacturer's literature shall be submitted prior to installation. Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

All new installation shall be laid out by the contractor in accordance with the construction plans. Fence panels shall be attached to posts with brackets supplied by the manufacturer. The diameter of the concrete footing shall be 10 inches. The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

FABRICATION

A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process or of equal quality process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).

C. The manufactured panels shall be subjected to an inline electrodeposition coating (E-Coat) process consisting of a multi-stage pretreatment/wash (with zinc phosphate), followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be Black. The coated panels shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.

REFERENCES

ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process. ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus. ASTM D523 - Test Method for Specular Gloss. ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint. ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus. ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates. ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact). ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.

EROSION CONTROL, CLASS 1D

Section 810 of the Standard Specifications shall be amended to include the following:

A. The work included in this item shall consist of providing an accepted uniform stand of perennial turf grasses by fine grading and furnishing and placing fertilizer, seed, and mulch on all areas to be treated as shown on the plans. This shall include, but not be limited to: disking, harrowing, leveling/fine grading, planting, fertilizing, mulching, establishment, and maintenance till acceptance.

PART 1 SUBMITTALS:

A. The Contractor shall submit the following samples, certifications, or test results prior to use on the project:

- a) Fertilizer - Form for Affidavit (on official stationery of supplier) certifying compliance with State and Federal regulations and standards of the Association of Official Agricultural Chemists.

- b) Seed - Form for Affidavit (on official stationery of supplier) certifying compliance with State and Federal regulations and testing provisions of the Association of Official Seed Analysts for each shipment of seed for this project.
- c) Sample and product information on erosion control blankets and hold down pins.
- d) Sample and product information on hydromulch.
- e) All original seed tags for all bags (and partial bags) of seeds used on the project shall be submitted to the Engineer.
- f) Soil test identifying the lawn and garden package values before the seed bed preparation process has been started. Soil report is to include the cation exchange capacity (CEC), levels of phosphorus, potassium, calcium, magnesium and other nutrients, soil PH and soil buffer PH and suggested pounds per Acre recommendations to achieve a prepared soil for seeding on bare ground.
- g) Typical desired nutrient levels for the area are; Organic matter 3%, PH 6-7.2, Phosphorus 25-30ppm, Potassium 150-200 ppm.

PART 2 - PRODUCTS

2.01 GENERAL:

All materials furnished in accordance with the requirements of this specification shall be delivered, where applicable, in sealed, unbroken packages bearing the brand and maker's name, and shall be stored on platforms and be properly covered to protect them from the weather and damage.

2.02 FERTILIZER/NUTRIENTS:

Commercial composite fertilizer or nutrients, uniform in composition, dry and free flowing. It shall bear the manufacturer's guaranteed statement of analysis which shall be as designated in the soils report for original fertilization/nutrient modification to the insitu soils. Any fertilizer/nutrients which becomes caked or otherwise damaged, rendering it unsuitable for use, will not be accepted.

2.03 SEED:

- A. Acceptable Seed Mixtures (Nebraska Region B)

Seed Mixtures for Nebraska Region B
 Loess & Glacial Drift (see the map on page 24)
Rural Highway Shoulder Mixture

Species	Minimum Purity (percent)	Lbs. of PLS/acre
Perennial ryegrass – Linn, Amazon, Norlea	85	15
Western wheatgrass – Barton	85	3.5
Slender wheatgrass	85	12
Kentucky fescue	85	15
Red fescue (<i>Festuca rubra</i>)	85	6
Buffalograss – Cody, Bison, Sundancer, Texoka	80	3.5
Fults alkali grass (<i>Puccinellia distans</i>)	85	2
Sideoats grama – Butte, El Reno, Trailway	75	4
Sand dropseed (<i>Sporobolus cryptandrus</i>)	90	0.5
Oats/Wheat (wheat in the fall)	90	16

Or Approved Equivalent.

2.04 WATER: Potable.

Verify that prepared soil base is ready to receive work of this Section. Fill all depressions and rivulets with topsoil to establish a smooth grade. Beginning of installation means acceptance of existing site conditions.

2.05 PREPARATION OF TOPSOIL:

A. Conditioned soil:

1. The Contractor shall be responsible for determining the availability of organic soil additive material prior to bidding the project. If there is not sufficient supply of organic soil additive material, the Contractor shall condition the soil by nutrients and fertilizer per the requirements of this specification
2. 2 inches of organic soil additive shall be incorporated into the topsoil as described above.
3. The Contractor shall notify the Engineer five (5) days prior to the start of amended soil activities.
4. Once the Contractor is allowed to use manufactured organic soil, the Contractor shall notify the Engineer five (5) days in advance to schedule pick up of the manufactured organic soil material.
5. The Contractor shall place the conditioned soil in accordance with the Contract Documents.

6. Conditioned soil may be accomplished by mixing the organic soil additive with a stockpile of topsoil material then placing, or by spreading the organic soil additive over replaced topsoil and mixing together in place.
 7. Organic soil additive may be spread over undisturbed native soil to a depth of two (2) inches and incorporated into the native soil to a total depth of six (6) inches.
 8. Fertilizer shall not be added when using manufactured organic soil.
- B. Soil conditioning by nutrients/fertilizer, only if compost is not available.
1. Apply if needed according to recommendations from a soil test
 2. Apply 19-19-19 or equivalent nutrients fertilizer at the rate of 450 lbs/AC as a minimum.
 3. Incorporate recommended nutrients/fertilizer into the top 4-6 inches of the soil by discing or other means.
- C. Seedbed preparation
1. Harrow, disk or rake the topsoil to a depth of three (3") on slopes flatter than 3:1 and one to three (1-3") inches for slopes steeper than 3:1 in a minimum of two directions.
 2. When an area is compacted, crusted or hardened, the soil surface shall be loosened by discing, raking, or harrowing.
 3. Seed bed preparation should not be undertaken when excessively wet conditions exist.
 4. Remove all debris and stones having any dimension greater than one inch.
 5. Rake finish surface smooth

2.06 RATE OF APPLICATION:

- A. Initial Fertilizing: Application rate shall be obtained from the required soils report.
- B. General Lawn Seed: 12 pounds per 1,000 SF.
- C. Refertilizing: As required by the engineer if the establishment is not as required to complete the seeding.

2.07 SEEDING:

- A. Drill seed or sow (broadcast) grass seed, applying half the quantity in one direction, and the remaining quantity at right angles to it.
- B. Do not sow seed on a windy day, or when the ground is frozen, wet or otherwise non-tillable.
- C. Cover seed with a thin layer of topsoil by raking or dragging.
- D. Cover newly seeded area with hydromulch or erosion control blankets. Hydromulch or erosion control blankets shall be applied within twenty four (24) hours after planting seed.
- E. Install erosion control blankets where shown on the Drawing(s) and as per manufacturer's instructions. Hold down pins shall be installed two (2) pins per square

yard.

2.08 SEEDING SEASON:

- A. The suggested calendar dates for seeding are:
 - Spring: March 15 to June 1.
 - Fall: August 15 to October 1.
- B. All disturbed soil areas shall be treated during the seeding season.
- C. Areas at final grade: Permanent seeding will be accomplished

2.09 MAINTENANCE:

- A. To achieve better germination of seed, the Contractor may water the seeded areas in order to maintain a moist seed bed at all times. If the Contractor chooses to water the seeded areas, water should be applied so that the topsoil is wet to a depth of two inches. Apply one complete coverage to the seeded area in an eight-hour period.
- B. Protect the seed bed with barricades, if necessary, to keep all traffic off the area.
- C. After the seed mixture has germinated, reseed all areas which have failed to show a uniform stand of germinated seed.
- D. Maintain all seeded areas until acceptance. Suggested maintenance items shall include, but not be limited to any or all of the following, whichever are necessary:
 - 1. Regrading.
 - 2. Refertilizing.
 - 3. Reseeding.
 - 4. Re-Hydromulching or repositioning or replacing erosion control blankets.
 - 5. Watering.
 - 6. Weeding.
 - 7. Rolling.
 - 8. Filling in eroded areas.

2.10 INSPECTION AND ACCEPTANCE OF SEEDED AREAS:

- A. Submit written notice requesting inspection by the Engineer at least ten days prior to the anticipated date.
- B. No seeded areas will be inspected for acceptance prior to sixty (60) days from date of seeding.
- D. A satisfactory stand of grass which is acceptable is defined as consisting of a uniform stand of at least eighty-five percent (85%) established permanent grass species. An acceptable stand of grass will be determined by the Engineer.

E. Appropriate materials to be furnished and installed by the contractor for Erosion Control Class 1D can be obtained from the NDOT approved products list.

F. Other items required to be furnished and installed before payment are; testing, soil conditioning with fertilization/nutrients, conditioned soil, seed bed preparation, and seeding will all be incidental to the direct pay items for erosion control

1. Soil Test required by this special provision are subsidiary.
2. Conditioned soil added to the area to be seeded shall not be paid for directly but will have to be completed in accordance with this special provision. The cost for the Contractor to provide, haul, and mix the organic soil additive shall be considered incidental to items for which the Contract provides direct payment
3. Fertilizer/ Nutrients added to the area to be seeded shall not be paid for directly but will have to be completed in accordance with the soils report.





DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NEBRASKA REGULATORY OFFICE
8901 SOUTH 154TH STREET, SUITE 2
OMAHA, NE 68138-3635

August 12, 2022

SUBJECT: Nationwide Permit Verification, NWO-2022-01139-WEH, Karol Kay
Boulevard Box Culvert Improvements

Mr. Joshua Eickmeier
City of Seward
537 Main Street
Seward, Nebraska 68434

Dear Mr. Eickmeier:

This letter is in response to your July 13, 2022 Pre-construction Notification (PCN), requesting Department of the Army (DA) Nationwide Permit (NWP) verification for the above-referenced project. The project site is located at Latitude 40.926098°, Longitude -97.082514°; Section 15, Township 11 North, Range 3 East; Seward County, Nebraska.

For the above-referenced project you propose to remove a portion of the east end of the existing concrete box culvert on the right side, which has become undermined, replace the existing concrete box culvert 1 for 1, extend the concrete box culvert with a drop basin down to the existing channel flowline, and place type B concrete rip rap in the channel below the OHWM.

Project-specific components:

1. The existing concrete box culvert will be extended by 6-foot 9-inches on a 13-degree bend with the drop basin on the outlet extending approximately 26-foot long by 10-foot wide. Approximately 164 cubic yards of material will be dredged to remove a portion of the existing concrete box culvert. Approximately 85 cubic yards (23 tons) of type B rip rap will be placed in the channel below the ordinary high-water mark (OHWM).
2. Total permanent impacts for this project will be 0.0128 acre (95 linear feet) of channel below the OHWM. No wetlands will be impacted by the construction of this project.

The U.S. Army Corps of Engineers (Corps) regulates the discharge of dredged and fill material into waters of the United States under Section 404 of the Clean Water Act (CWA) (33 U.S.C. 1344). The Corps' regulations are published in the *Code of Federal*

Regulations at 33 CFR parts 320 through 332. NWP's are defined in the *Federal Register* published on December 27, 2021 (86 FR 73522). Based on a review of the information you furnished and available to us, we have determined the above referenced work requires DA authorization under Section 404 of the CWA.

Based upon the information you provided, we hereby verify that the work described above, which would be performed in accordance with the plans you provided, dated July 13, 2022, is authorized by NWP #14, Linear Transportation. Please note that deviations from the original plans and specifications of your project could require additional authorization from this office. This NWP and associated Regional and General Conditions are enclosed and can be accessed on our website at: <https://www.nwo.usace.army.mil/Missions/Regulatory-Program/Nebraska/>. Failure to comply with the General and Regional Conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization, and you may be subject to appropriate enforcement action. You shall comply with all terms and conditions associated with this NWP, including the following special conditions.

Special Conditions:

1. This project is within the range of the federally listed threatened northern long-eared bat (*Myotis septentrionalis*) (NLEB) and White Nose Syndrome (WNS) zone. There are no known hibernacula sites or known maternity roost tree(s) within a 1/4 mile of the permit review area(s) at this time. For purposes of this special condition, "Tree removal" is defined as cutting down, harvesting, destroying, trimming, or manipulating in any other way the trees, saplings, snags, or any other form of woody vegetation likely to be used by NLEB, as defined by the Final 4(d) Rule published on February 15, 2016. Refer to the U.S. Fish and Wildlife Service (USFWS) website: <https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis>.

a. Tree removal will not occur from June 1-July 31, which corresponds to the maternity roost season. If the permittee proposes tree removal during this time period, the permittee must submit a request to the Nebraska Regulatory Office (NRO). The NRO will coordinate this request with the Service for concurrence (including a copy to the Nebraska Game and Parks Commission) and NLEB surveys may be required.

b. Tree removal will NOT occur within 0.25 mile of any NLEB hibernacula at any time of the year.

2. The placed riprap/broken concrete must be covered, from the top down to the annual ordinary high-water line, with a minimum of 6 inches of soil compacted into the voids of the riprap and immediately seeded with either annual rye grass, oats and/or wheat (nurse crop) plus a mixture of native grass species.

The Omaha District, Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our website at: <https://regulatory.ops.usace.army.mil/customer-service-survey/>.

3. If using any riprap/concrete other than quarry graded/sized rock riprap, the following special conditions will apply:

a. Small aggregate with a dimension less than 6 inches shall not be placed below the ordinary highwater mark (OHWM) of a water body for the purpose of bank stabilization or erosion control when such aggregate will be unstable or subject to frequent failure. Small aggregate, however, may be placed below the OHWM if its purpose is to fill the interstices of a well graded riprap structure, geo-membrane, or channel lining.

b. Slab material, regardless of source, must be broken before placement so that the maximum dimension of an individual piece of material is no more than 3.5 times its minimum dimension unless otherwise justified by a qualified engineer. All material must be free of exposed rebar, wire, and wire mesh.

c. The use of clean brick, broken concrete, and cinder block for erosion control or bank stabilization will be considered on a case-by-case basis. If allowed, the broken concrete must be free of exposed rebar, wire, wire mesh, asphalt paving material, paint, and other erodible materials. Broken concrete must range in the size from 6 to 36 inches unless otherwise justified by a qualified engineer.

d. Encroachment of riprap into the channel will be kept to a minimum.

e. The top elevation of the riprap shall not exceed the top elevation of the bank.

4. You and your authorized contractor shall allow representatives from this office to inspect the activity authorized by this permit/verification and avoidance areas at any time deemed necessary to ensure that work is being or has been accomplished in accordance with the terms and conditions of this permit/verification.

5. You are responsible for all work authorized herein and ensuring all contractors and workers are made aware and adhere to the terms and conditions of this permit /verification. You shall ensure a copy of the permit/verification and associated drawings are available at the project site until all construction activities in waters of the U.S. authorized by this permit/verification are completed.

Unless this NWP is suspended, modified, or revoked, it is valid until **March 14, 2026**. It is incumbent upon you to remain informed of changes to this NWP. We will issue a public notice when the NWP's are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization as per 33 CFR 330.6(b).
Any project

The Omaha District, Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our website at: <https://regulatory.ops.usace.army.mil/customer-service-survey/>.

specific conditions listed in this letter continue to remain in effect after the NWP verification expires unless the district engineer removes those conditions.

To assist in your compliance with NWP General Condition 30, enclosed is a "Compliance Certification" form, which shall be signed and returned within 30 days of completion of the project, including any required mitigation. Your signature on this form certifies that you have completed the work in accordance with the terms and conditions of the NWP. Activities completed under the authorization of an NWP which was in effect at the time the activity was completed continue to be authorized by that NWP.

Authorizations under this NWP does not relieve permittees from obtaining permits or other authorizations from any required federal, state, or local agency.

If you have any questions, please contact Ms. Mandy Nolan via email at Mandy.L.Nolan@usace.army.mil, by mail at the address above, or by phone at (402) 896-0896.

Sincerely,



Jeremy Grauf
Chief, Nebraska Section

3 Enclosures

1. NWP #14 Fact Sheet with General Conditions
2. Compliance Certification
3. General Conditions

cc:

NDEE (Pauley)

The Schemmer Associates, Inc. (Roth)

COMPLIANCE CERTIFICATION

Corps File Number: NWO-2022-01139-WEH
Permit Type: Nationwide Permit #14; Linear Transportation
Name of Permittee: Joshua Eickmeier
County: Seward County
Date of Issuance: August 10, 2022
Corps Project Manager: Mandy Nolan

Within 30 days of completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following:

ne404reg@usace.army.mil

OR

U.S. Army Corps of Engineers, Omaha District
Nebraska Regulatory Office
8901 South 154th Street, Suite 2
Omaha, NE 68138-3635

Please provide a copy of the signed compliance certification to the Nebraska Department of Environment and Energy. The copy may be delivered to the Department's Lincoln office located at 245 Fallbrook Boulevard, Lincoln, Nebraska 68521, sent electronically by email to ndee.401certification@nebraska.gov, or mailed or faxed to:

Nebraska Department of Environment and Energy
Attn: CWA Section 401 Coordinator
PO Box 98922
Lincoln, NE 68509-8922

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the conditions of this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Notice of Award

Date: _____

Project: KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS

Owner: City of Seward, Nebraska

Owner's Contract No.: N/A

Contract: Construction

Engineer's Project No.: 08493.001

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for furnishing all labor, materials and equipment for the improvements to KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS in Seward, NE. Work, per the plans and specifications, shall include clearing and grubbing, excavation, paving, storm sewer construction, sodding, and all incidental work necessary to complete the Project as required by the plans and specifications.

The Contract Price of your Contract is: _____ Dollars and 00/100 (\$ _____).

Two (2) copies of the proposed Contract Documents (excluding Drawings and addendums) are provided with this Notice of Award.

Two (2) sets of the Drawings will be delivered separately or otherwise made available to you immediately following execution of the contract.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [One] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions or after receipt of the approved permits, whichever occurs later, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Seward

Owner

By: _____

Authorized Signature

Mayor

Title

Copy to Engineer

Notice to Proceed

Date: _____

Project: KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS

Owner: City of Seward, Nebraska

Owner's Contract No.: N/A

Contract:

Engineer's Project No.: 08493.001

Contractor:

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer



Design with Purpose. Build with Confidence.

Project: Karol Kay Blvd Box Culvert
Cost Estimate

Job No.: SCHEMMER 08493001

FINAL SUBMITTAL OPINION OF PROBABLE CONSTRUCTION COSTS

COMPUTED BY: Alex Roth DATE: 6/30/2022

CHECKED BY: Doug Holle DATE:

UPDATES:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
0005.01	TRAFFIC CONTROL	1	LS	\$3,000.00	\$3,000.00
0030.00	MOBILIZATION (10%)	1	LS	\$20,000.00	\$20,000.00
1009.00	GENERAL CLEARING AND GRUBBING	1	LS	\$5,000.00	\$5,000.00
1011.00	WATER	5	MGAL	\$60.00	\$300.00
1017.51	CONSTRUCTION STAKING	1	LS	\$3,000.00	\$3,000.00
1030.00	EARTHWORK MEASURED IN EMBANKMENT	265	CY	\$15.00	\$3,975.00
1031.00	ROCK RIPRAP, TYPE B	23	TON	\$90.00	\$2,070.00
1043.50	RIPRAP FILTER FABRIC	120	SY	\$9.00	\$1,080.00
1101.25	SAWING PAVEMENT	16	LF	\$20.00	\$320.00
1107.00	REMOVE WALK	63	SY	\$15.00	\$945.00
1111.00	REMOVE FENCE	172	LF	\$5.00	\$860.00
1995.00	STABILIZED CONSTRUCTION EXIT	1	EA	\$2,000.00	\$2,000.00
3016.21	CONCRETE CLASS 47B-3000 SIDEWALK	63	SY	\$150.00	\$9,450.00
4016.00	BUILD 84" MANHOLE	1	EA	\$12,000.00	\$12,000.00
4035.00	REMOVE FLARED-END SECTION	1	EA	\$275.00	\$275.00
4043.50	REMOVE SEWER PIPE	3	LF	\$25.00	\$75.00
4044.00	PREPARATION OF STRUCTURE	1	EA	\$25,000.00	\$25,000.00
4051.01	EXCAVATION FOR BOX CULVERTS	164	CY	\$25.00	\$4,100.00
4107.04	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	1.16	CY	\$1,100.00	\$1,276.00
4151.10	REINFORCING STEEL FOR BOX CULVERT	9,651	LB	\$2.50	\$24,127.50
4157.00	REINFORCING STEEL FOR COLLARS	68	LB	\$2.50	\$170.00
6010.26	CLASS 47BD-4000 CONCRETE FOR BOX CULVERT	38.2	CY	\$1,200.00	\$45,840.00
6310.00	STEEL SHEET PILING	100	SF	\$50.00	\$5,000.00
7130.90	BUILD ORNAMENTAL FENCE, TYPE 2	168	LF	\$150.00	\$25,200.00
7309.90	REMOVE AND REINSTALL SIGN	1	EA	\$250.00	\$250.00
8010.00	CRUSHED ROCK FOR BASE COURSE	38.4	TON	\$95.00	\$3,648.00
L019.13	EROSION CONTROL, CLASS 1D	670	SY	\$10.00	\$6,700.00
L022.11	FABRIC SILT FENCE ' LOW POROSITY'	126	LF	\$3.50	\$441.00
P700.48	48" STORM SEWER PIPE, TYPE 2	10	LF	\$200.00	\$2,000.00
P700.48	48" STORM SEWER PIPE, TYPE 2 ROUND EQUIVALENT	30	LF	\$250.00	\$7,500.00
	TEMPORARY FENCE	115	LF	\$10.00	\$1,150.00
	SUBTOTAL CONSTRUCTION				\$216,752.50
	CONSTRUCTION CONTINGENCIES (15% OF CONSTRUCTION)				\$32,512.88
	TOTAL CONSTRUCTION COST				\$249,265.38

5. Request for Approval of the Updated Rules & Regulations for the Civil Service Commission - Chief of Police Peters

Updated June 2, 2022

**RULES AND REGULATIONS
OF THE SEWARD
CIVIL SERVICE COMMISSION**

Index

Section A - Administration

Section B - Definitions

Section C – Employees Covered Under Civil Service

Section D – Original Appointment – Vacancies, Applications, Examinations, and Probation

Section E - Resignations

Section F – Demotions, Suspensions, and Discharges

Section G – Reduction in Force

Section H - Promotions

Section I – Leaves of Absences

Section J – Temporary Appointments

Section K – Political Contributions

Section L – Obstructing Examinations

Section M – Limitations of Action

Approved and adopted by the Civil Service Commission
on the 14th day of September, 2022
Confirmed by the Mayor and Council on the
20th day of September, 2022

Section A

Administration

Rule A - I

Meetings of the Commission: Regular meetings of the Civil Service Commission, shall be held the 4th Wednesday of every quarter (March, June, September, December) at 5:00 p.m. in the Municipal Building, 142 N. 7th Street, Seward Nebraska. Notice of postponement of meetings shall be posted in City Hall, Seward Police Department, County Courthouse and Municipal Building.

- a) Order of Business: A Chairperson shall be elected at the quarterly meeting held in June of each year. The order of business shall be pursuant to the agenda.
- b. Special Meetings: Special meetings may be held at any time, upon call of the chairman or the secretary or any three commissioners, by giving twenty-four (24) hour notice to each commissioner.
- c) Rules of Order: Robert Rules of Order shall generally be the rules of order of the Civil Service Commission.

Section B

Definitions

Rule B - 1 The following words and phrases shall have definitions, as set out below, when appearing in these rules and regulations.

"Appointing Authority" shall mean in a mayor and council form of government, the mayor, with the approval of the council, except to the extent that the appointing authority is otherwise designated by ordinance to be the mayor or city administrator. (Ref. NRS 19-1826 (2))

"Appointment" shall mean all means of selection, appointing, or employing any person to hold any office, position, or employment subject to Civil Service. (Ref NRS 19-1826 (3))

"City" shall mean City of Seward

"Commission" shall mean the Civil Service Commission of the City of Seward. (Ref. NRS 19-1826 (4))

"Commissioner" shall mean any one of the five (5) commissioners of the Civil Service Commission of the City of Seward. (Ref. NRS 19-1826 (5))

"Council" shall mean City Council members

"Entry Level Candidate" shall mean an applicant not currently certified as a law enforcement officer

"Full-Time Police Officers" shall mean police officers in positions which require certification by the Nebraska Law Enforcement Training Center, created pursuant to NRS 81-1402, who have the power of arrest, who are paid regularly by a municipality, and for whom law enforcement is a full-time career, but shall not include clerical, custodial, or maintenance personnel (Ref. NRS 19-1826 (8))

"Lateral Candidate" shall mean an applicant who holds a current Nebraska law enforcement certification

"Position" shall mean an individual job which is designated by an official title indicative of the nature of the work. (Ref NRS 19-1826 (12))

"Promotion" or "Demotion" shall mean changing from one position to

Updated June 2, 2022

another, accompanied by a corresponding change in current rate of pay.

“Reciprocal Candidate” shall mean an applicant who currently holds an active law enforcement certification from a state other than Nebraska

“Secretary/Chief Examiner” shall be appointed by the Civil Service Commission. He/she shall keep the records of the Commission, preserve all reports, administer, and maintain a record of all examinations held

under their direction and perform such other duties as may be prescribed. If the municipality has a personnel officer, the commission shall appoint such personnel officer as secretary and chief examiner, if requested to do so by the appointing authority. (Ref NRS 19-1830 (1))

Updated June 2, 2022

Section C

Employees Covered Under Civil Service

Rule C - 1 The Civil Service Act shall apply only to full-time Police Officers of the City, including the Police Chief. (Ref. NRS 19-1829)

Section D

Vacancies, Applications, Examinations & Probation

Rule D - 1 Vacancies: Whenever a position subject to the Civil Service Act becomes vacant, or it is known that one will exist in the immediate future, the appointing authority shall submit a written request to the commission for the names and addresses of the persons eligible for appointment. The Appointing Authority may also decline to fill such vacancy for an indefinite period. (Ref. NRS 19-1835 (1))

Rule D - 2 Action When Eligible List is Available: Upon the written request of the appointing authority, the commission shall certify the names of the persons who are the three highest on the eligible list, following the most recent examination, and whose qualifications have been validated by the commission for the vacant position. If fewer than three names are on the eligible list, the commission shall certify those that do appear. If the commission certifies fewer than three names for each vacancy to the appointing authority, the appointing authority may appoint one of such persons to fill the vacancy, may decline to fill the vacancy, or may order that another examination be held by the civil service commission. If more than one vacancy is to be filled, an additional name shall be certified for each additional vacancy. (Ref. NRS 19-1835 (3))

Rule D - 3 Application Form: All persons desiring to take an examination for a classified job shall request an application form from the Secretary/Chief Examiner. The Police Chief, or his/her designee shall conduct a basic background investigation for proof that an applicant possesses those special requirements that are necessary for the position applied for. Such proof may be needed to show a satisfactory degree of education, training or experience, or a permit or license, as the law may provide. An applicant may be excluded from taking examinations if he/she fails to provide such proof as required above. The Civil Service Commission may limit the period during which applications may be filed by giving due notice of such limitations. Advertising shall be in accordance with State and Federal laws. Reasonable accommodations are available for persons needing assistance in completing applications. Requests for such accommodations should be made at time of application. The City of Seward is an equal opportunity employer.

Rule D - 4 Requests for Applicants: Requests for applications will be published as directed by the Civil Service Commission in coordination with the Civil

Service Secretary. The notice shall contain the minimum requirements of

Updated June 2, 2022

the position as established by the appointing authority; the date for accepting applications, and the office from which the applications can be picked up.

Rule D - 5

Acceptance of Applications: After the Commission screens the applications to ensure that the minimum qualifications have been met, the Secretary/Chief Examiner will notify all candidates of the results of the screening. The Commission has directed the Police Chief to also screen the applications upon receipt, and to notify the Commission of the screening results at the next called meeting. Those applicants failing to meet one (1) or more of the minimum qualifications shall not be allowed to take the examination and will be so notified. Those persons who have met the minimum qualifications will be allowed to take an examination and will be advised of the time and location where such examination will be given by the Secretary/Chief Examiner. Should an examination be canceled or postponed, the applicants will be notified of such cancellation or postponement and the re-scheduling of such examination.

Rule D - 6

Testing: The Commission shall provide that all tests shall be practical and consist only of subjects which will fairly determine the capacity of persons who are to be examined to perform the duties of the position to which an appointment is to be made and may include, but not be limited to, tests of physical fitness and of manual skill and psychological testing. (Ref. NRS 19-1830 (3))

The written examination will be administered by the Secretary/Chief Examiner and will be ordered from the International Personnel Management Association (IPMA), or other appropriate test service approved by the Commission.

A credit of ten percent (10%) will be added to the final written examination score of any applicant who, in time of war or any expedition of the armed forces of the United States, is currently serving in the Guard/Reserve Forces or has served in and been discharged with a characterization of honorable or general (under honorable conditions) from the armed forces of the United States. **Credit applicable to entry-level positions only** (Ref. NRS 19-1830 (4)). A copy of form DD214 should be provided at time of application.

~~Any individual who holds a current State Certification for Police Officer shall receive a 5% Certified Preference Credit on the written examination and must furnish a copy of the Certification with the application prior to taking the written examination. If this is not done, the Certified Preference Credit will not be allowed. (Approved by City Council 8-7-12)~~

Updated June 2, 2022

~~Entry Level Candidates~~ ~~Police Officer Candidates~~ must achieve a score of 70% or higher on the written examination to proceed to the oral examination. ~~Lateral and Reciprocal Candidates are exempt from taking the written examination.~~ Police Captain and Police Sergeant Candidates must achieve a score of 60% or higher on the written examination to proceed to the oral examination. The Commission reserves the right to change this percentage prior to any examination.

If an applicant fails the written examination, he/she shall not be permitted to retake an examination for the same position for a period of six (6) months from the date of the examination in which he/she failed.

The oral examination questions must have approval from the City Administrator prior to the testing. For all other positions except Police Chief, the Chief will be present and assist with the oral examination. For Police Chief candidates, the City Administrator will be present and assist with the examination.

After both the written examination and the oral examination have been administered, a 40% credit will be applied toward the written score and a 60% credit will be applied toward the oral score. The scores will then be added together. ~~For Lateral and Reciprocal Candidates, 100% of their score will be based solely on the oral interview.~~ Candidates must achieve a combined score of 70% or above to be placed on the eligible list.

Thereafter, the Commission shall rank the successful applicants based on their scores and place them on the eligible list for the position tested.

Rule D - 7 Examination Results: All applicants examined will be notified of their results by mail upon completion of the scoring by the Secretary/Chief Examiner and whether they have been placed on the eligible list.

Rule D - 8 Probation/Introductory Period: To enable the appointing authority to exercise the choice in the filling of positions, no appointment, employment, or promotion in any position shall be deemed complete for certified officers, until after a probationary period of six (6) months from date of employment; and for non-certified officers, not less than six (6) months, nor more than one (1) year after certification by the Nebraska Law Enforcement Training Center. Said probation/introductory period can be extended up to a maximum of one (1) year by the Police Chief

with the approval of the appointing authority. Employees will be notified

Updated June 2, 2022

in writing of such extension and the reasons thereof. During the probation period, the appointing authority may terminate the employment of the person if, upon an observation or consideration of the performance of duty, it is deemed such person unfit or unsatisfactory for service in the Department in accordance with the regulations established by the appointing authority. (Ref. NRS 19-1835 (5))

Rule D - 9

Cause for Rejection: The Commission may refuse to examine an applicant, or after examination, to certify him/her eligible for appointment, for the following reasons:

1. If it is found that the applicant does not meet the established requirements of the job description for the position.
2. If it is known or found that drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation is used to such an extent that the use interferes with the efficiency or mental or physical fitness of the candidate which could preclude them from properly performing the functions and duties of a position.
3. If it is found that there has been a conviction by any State or Federal Court of a felony.
4. If it is found that the applicant has been dismissed from a public service for cause.
5. If it is found that the applicant has intentionally made a false statement in any material fact, practiced, or attempted to practice any deception or fraud in making application or in the examination or in the securing of their eligibility appointment.
6. If it is found that the applicant is disloyal to the Government of the United States or is a member of any organization which advocates the overthrow of the Government by force or violence.
7. If it is found that, for any good and sufficient reason in the judgement of the commission, the applicant is undesirable as a public employee.

Updated June 2, 2022

Resignations

- Rule E-1 Report of Resignation: The written resignation of any officers or employees from a Civil Service position shall be reported in writing to the Commission by the Secretary/Chief Examiner.
- Rule E-2 Resignation by Abandonment of Position: The absence of an officer from duty for a period of three (3) successive days or longer without leave or without notice to his superior officer of the reason of such absence and of his intention to return, shall be considered, in effect, resignation.

Section F

Demotion, Suspension, or Discharge

Rule F-1 No person in the civil service who shall have been permanently appointed or inducted into civil service under the Civil Service Act shall be removed, suspended, demoted, or discharged except for cause and then only upon the written accusation of the Police Chief, appointing authority, or any citizen or taxpayer (Ref. NRS 19-1833 (1)).

Rule F-2 Cause for Demotion, Suspension, or Discharge: The tenure of a person holding a position of employment under the Civil Service Act shall be only during good behavior. Any such person may be removed or discharged, suspended with or without pay, demoted, reduced in rank, or deprived of vacation, benefits, compensation, or other privileges, except pension benefits, for any of the following reasons:

1. Incompetency, inefficiency, or inattention to or dereliction of duty.
2. Dishonesty, prejudicial conduct, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, any willful failure on the part of the employee to properly conduct himself or herself, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act.
3. Mental or physical unfitness for the position which the employee holds.
4. Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of his or her position.
5. Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of his or her position; or
6. Any other act or failure to act which, in the judgment of the Civil Service Commission is sufficient to justify the offender to be an unsuitable and unfit person to be employed in the public service. (Ref. NRS 19-1832)

Rule F-3 Insufficiency of Charges: The commission reserves the right to pass on the sufficiency of the charges, and if the charges are held to be

insufficient, indefinite, or of no precise meaning, the commission may

Updated June 2, 2022

dismiss the charges.

Rule F-4

Disciplinary Action Procedure:

1. No employee in the Civil Service who shall have been permanently appointed or inducted into Civil Service shall be removed, suspended, demoted, or discharged, except for cause and then only upon the written accusation of the Police Chief, Mayor, or any citizen or taxpayer. (Ref. NRS 19-1833 (1) and City Code 95-1.3. C. (1))
2. The written accusation shall set forth the alleged misconduct, charges, or grounds for investigation against the employee. The written accusation shall be filed by the complainant with the Secretary of the Commission who shall cause a copy of such written accusation to be delivered within three (3) working days after the filing (a) to the Police Chief, (b) the Mayor, and (c) to the employee personally or by certified mail, addressed to the employee at the residence address of the employee shown in the personnel records. The Secretary of the Commission shall cause a return showing such delivery or mailing to be executed and filed in the Secretary's office. (Ref. City Code 95-1.3. C. (2))
3. The Police Chief shall have the authority to immediately suspend, with pay, an employee against whom such written accusation has been filed pending the confirmation of the suspension by the Mayor, or a decision of the Mayor to reinstate the employee, remove, demote, discharge, or suspend the employee with or without pay. (Ref. City Code 95-1. 3. C. (3))
4. Prior to the decision of the Mayor to reinstate the employee or remove, demote, discharge, or suspend the employee, with or without pay, the Police Chief shall, within a reasonable period of time, investigate the alleged misconduct, charges, or grounds against the employee and explain the basis of the employer's evidence to the employee and provide the employee an opportunity to present his or her version of the circumstances which resulted in the filing of the written accusation. If the Police Chief's investigation reveals other misconduct, charges, or grounds the Chief shall amend the written accusation to include the other misconduct, charges, or grounds by filing an amendment to the written accusation with the Secretary of the Commission who shall cause a copy of such amended accusation to be delivered within

three (3) working days after the filing (a) to the Police Chief, (b) to

the Mayor, and (c) to the employee personally or by certified mail, addressed to the employee at the residence address of the employee shown in the personnel records. The Secretary of the Commission shall cause a return showing such delivery or mailing to be executed and filed in the Secretary's office. Upon completion of this procedure, within a reasonable period of time, the Police Chief shall recommend in writing to the Mayor that the alleged misconduct, charges, or grounds set forth in the written accusation be deemed; 1) to be without merit; 2) to not warrant disciplinary action, 3) to warrant disciplinary action less severe than removal, demotion, discharge or suspension, with or without pay, such as an oral or written reprimand, or 4) to warrant removal, demotion, discharge, or suspension with or without pay. If the Police Chief is being disciplined, the City Administrator shall follow the same procedures as are followed by the Chief in disciplining employees under the Act. (Ref. City Code 95-1.3. C. (4))

5. Within twenty (20) calendar days after receiving the written recommendation of the Police Chief, the Mayor shall decide to accept the recommendation of the Chief, or shall decide that the alleged misconduct, charges, or grounds for investigation against the employee set forth in the written accusation to be deemed: 1) to be without merit, 2) to not warrant disciplinary action, 3) to warrant disciplinary action less severe than removal, demotion, discharge, or suspension, with or without pay, such as an oral or written reprimand, or 4) to warrant removal, demotion, discharge, or suspension, with or without pay. If a discharge is being recommended, Council approval shall be required. The Mayor shall file a copy of his or her decision within twenty-five calendar days after receiving the written recommendation of the Police Chief, with the Secretary of the Commission who shall cause a copy of such decision to be filed within three (3) working days after the filing (a) to the Chief, and (b) to the employee, personally or by certified mail, addressed to the employee at the residence address of the employee shown in the personnel records. The Secretary of the Commission shall cause a return showing such delivery or mailing to be executed and filed in the Secretary's office. (Ref. City Code 95-1.3. C. (5))
6. Any employee so removed, suspended, demoted or discharged may, within ten (10) calendar days after receiving written notice of the Mayor's decision, file a written demand for an investigation and public hearing by the Civil Service Commission. The employee shall file the request for the hearing with the Secretary of the

Commission and simultaneously send a copy of the request to the

Updated June 2, 2022

- Mayor. The failure to file such request with the Secretary of the Commission within ten (10) calendar days of receipt of notice of the action by the Mayor shall constitute a waiver of the employee's right to review by the Civil Service Commission and the Mayor's decision shall become final. (Ref. City Code 95-1.3. C. (6))
7. Within ten (10) calendar days of receipt of the employee's notice of appeal, the Mayor shall cause to be mailed or delivered the following notice to the employee and Secretary of the Civil Service Commission: (a) a statement of the charge(s); (b) the names of the witnesses who will be called on behalf of the Mayor and a general statement of the nature of their testimony; (c) copies of the documents to be introduced. (Ref. City Code 95-1.3. C. (7))
 8. Within ten (10) calendar days of the filing of the written demand for an investigation and public hearing by the Commission, the employee shall mail or deliver the following upon the Mayor and Commission: (a) a response to the statement of the charge(s); (b) the name of the witnesses who will be called on behalf of the employee and a general statement of the nature of their testimony; and (c) copies of the documents to be introduced. (Ref. City Code 95-1.3. C. (8))
 9. Upon receipt of a written demand, the Commission shall investigate. The Commission may be represented in such investigation and public hearing by the City Attorney if authorized by the Mayor. If the City Attorney does not represent the Commission, the Commission may be represented by special counsel appointed by the Commission for any such investigation and hearing. The investigation shall consist solely of a review of the written submissions of the Mayor and employee to determine whether any individuals or documents should be subpoenaed by the Commission for the subsequent public hearing before the Commission ultimately to determine whether the Mayor acted in good faith for cause. Good faith for cause shall mean that the action was not arbitrary or capricious and was not made for political or religious reasons. (Ref. City Code 95-1.3. C. (9))
 10. The Commission shall schedule a public hearing no less than ten (10) nor more than twenty (20) calendar days from the date of filing of the employee's written demand for an investigation. The Commission shall notify the Mayor and employee in writing at least five (5) calendar days prior to the date of the hearing, of the date, time and place of hearing. (Ref. City Code 95-1.3. C. (10))
 11. The Mayor shall be permitted to appear in person and by counsel

Updated June 2, 2022

and to present his or her case. The Mayor may present evidence by testimony and documents and shall be permitted to cross-examine the employee's witnesses. At the hearing, the employee shall be permitted to appear in person and by counsel and to present his or her defense. The employee may present evidence by testimony and documents and shall be permitted to cross-examine the witnesses called by the Mayor. (Ref. City Code 95-1.3. C. (11))

12. The Commission may affirm the action taken by the Mayor if such action is supported by a preponderance of the evidence. If the Commission finds that the removal, suspension, demotion or discharge was made for political or religious reasons or was not made in good faith for cause, it shall order the immediate reinstatement or re-employment of such employee in the position or employment from which such employee was removed, suspended, demoted, or discharged, which reinstatement shall, if the Commission in its discretion so provides, be retroactive and entitle such person to compensation and restoration of benefits and privileges from the time of such removal, suspension, demotion or discharge. (Ref. City Code 95-1.3. C. (12))
13. After the hearing, and in lieu of affirming the removal, suspension, demotion, or discharge, the Commission may modify the order of removal, suspension, demotion, or discharge by directing a suspension, with or without pay, for a given period and the subsequent restoration to duty or demotion in position or pay. No later than ten (10) calendar days after the hearing, the Commission shall certify its finding in writing to the employee and the Mayor who shall enforce them. (Ref. City Code 95-1.3. C. (13))

Rule F - 5:

Appeal: If such judgement or order be concurred in by the Commission or a majority thereof, the accused or governing body may appeal to the district court. Such appeal shall be taken within forty-five (45) days after the entry of such judgment or order by serving the Commission with a written notice of appeal stating the grounds and demanding that a certified transcript of the record and all papers, on file in the office of the Commission affecting or relating to such judgement or order, be filed by the Commission with such Court. The Commission shall, within ten (10) days after the filing of such notice, make, certify, and file such transcript with and deliver such papers to the district court. The district court shall proceed to hear and determine such appeal in a summary manner. The hearing shall be confined to the determination of whether the judgement or order of removal, discharge, demotion, or suspension made by the Commission was made in good faith for cause, which shall mean that the

action of the Commission was based upon a preponderance of the

Updated June 2, 2022

evidence, was not arbitrary or capricious and was not made for political or religious reasons. No appeal to such court shall be taken except upon such ground or grounds. If such appeal is taken by the governing body and the district court affirms the decision of the commission, the municipality shall pay to the employee court costs and reasonable attorney's fees incurred because of such appeal and as approved by the district court. If such appeal is taken by the governing body and the district court does not affirm the decision of the Commission, the court may award court costs and reasonable attorney's fees to the employee as approved by the district court. (Ref. NRS 19-1833 (5))

Section G

Updated June 2, 2022

Reduction in Force

Rule G-1

The Commission shall make recommendations concerning a reduction-in-force policy to the governing body. The governing body shall consider such recommendations but shall not be bound by them in establishing a reduction-in-force policy. Prior to the adoption of a reduction in force policy, the governing body, after giving reasonable notice to each police officer by first-class mail, conduct a public hearing. (Ref. NRS 19-1830 (9))

Promotions

- Rule H-1 Vacancies: All appointments to and promotions in such department shall be made solely on merit, efficiency, and fitness, which shall be ascertained by open competitive examination and impartial investigation. If the appointing authority fills a vacancy in a position subject to the Civil Service Act, the appointing authority shall consider factors including, but not limited to:
- 1) The multiple job skills recently or currently being performed by the applicant which are necessary for the position.
 - 2) The knowledge, skills, and abilities of the applicant which are necessary for the position.
 - 3) The performance appraisal of any applicant who is already employed in the department, including any recent or pending disciplinary actions involving the employee.
 - 4) The employment policies and staffing needs of the department together with contracts, ordinances, and statutes related thereto.
 - 5) Required federal, state, or local certifications or licenses necessary for the position; and
 - 6) The qualifications of the applicants who are already employed in the department and have successfully completed all parts of the examination for the position. No person shall be reinstated in or transferred, suspended, or discharged from any such position or employment contrary to the Civil Service Act. (Ref. NRS 19-1829)
- Rule H-2 Competitive Examination: In any promotional examination, the candidate shall be examined, either through written examinations and/or oral examinations, on such matters as will fairly test his or her knowledge of the actual duties, responsibilities, and requirements of the position to be filled, or any such testing as may be required by the appointing authority.
- Rule H-3 Physical Examination: Where a physical test is not included in the schedule for promotional examination, such test may be added by the Appointing Authority prior to the hiring.
- Rule H-4 Probation/Introductory Period: Whenever an employee is promoted to a new position, his/her promotion shall be deemed as probationary for a period of not less than six (6) months nor more than one (1) year, during which period, if he/she fails to perform the duties in a proper manner,
- the appointing authority shall return him/her to the position he/she

Updated June 2, 2022

formerly held, and any other officers promoted to fill vacancies resulting from such probationary appointment, shall be returned to their former position.

Updated June 2, 2022

Leave of Absence

Rule I-1

A leave of absence, with or without pay, may be granted by the appointing authority to any person under Civil Service. The appointing authority shall give notice of such leave to the Commission. All appointments for temporary employment resulting from such leaves of absence shall be made from the eligible list, if any, of the Civil Service. (Ref. NRS 19-1838 and City Code 95.1.1. D. (3))

Updated June 2, 2022

Temporary Appointments

Rule J-1

If a vacancy occurs and there is no eligible list for the position or if the Commission has not certified persons from the eligible list, a temporary appointment may be made by the appointing authority. Such temporary appointment shall not continue for a period longer than four months. No person shall receive more than one temporary appointment or serve more than four months as a temporary appointee in any one fiscal year. (Ref. NRS 19-1835 (4) and City Code 95-1.1. D. (3))

Updated June 2, 2022

Political Contributions

Rule K-1

No person holding any position subject to Civil Service shall be under any obligation to contribute to any political fund or to render any political service to any person or party whatsoever. No person shall be removed, reduced in position or salary, or otherwise prejudiced for refusing so to do. No public officer, whether elected or appointed, shall discharge, promote, demote, or in any manner change the official rank, employment, or compensation of any person under Civil Service, or promise or threaten to do so, for giving, withholding, or neglecting to make any contribution of money, services, or any valuable thing for any political purpose. (Ref. NRS 19-1841 and City Code 12-10.1. E)

Section L

Obstructing Examinations

- Rule L-1 Obstructing by Defeat or Deceit: No Commissioner or any other person shall by himself or herself or in cooperation with one or more person's defeat, deceive, or obstruct any person in respect to the right of examination according to the rules and regulations made pursuant to the Civil Service Act. (Ref. NRS 19-1840 and City Code 12-10.1. F. (1))
- Rule L-2 Obstructing by False Marking, Grading, etc.: No Commissioner or any other person shall by himself or herself or in cooperation with one or more persons falsely mark, grade, estimate, or report upon the examination and standing of any person examined or certified in accordance with such Act or aid in doing so. (Ref. NRS 19-1840 and City Code 12-10.1. F. (2))
- Rule L-3 Obstructing by False Representation: No Commissioner or any other person shall by himself or herself or in cooperation with one or more persons make any false representation concerning the same or concerning the persons examined. (Ref. NRS 19-1840 and City Code 12-10.1. F. (3))
- Rule L-4 Obstructing by Supplying Information: No Commissioner or any other person shall by himself or herself or in cooperation with one or more persons furnish any person any special or secret information for the purpose of improving or injuring the prospects or chances of any person so examined or certified or to be examined or certified. (Ref. NRS 19-1840 and City Code 12-10.1. F. (4))
- Rule L-5 Obstructing by Impersonation: No Commissioner or any other person shall by himself or herself or in cooperation with one or more persons persuade any other person or permit or aid in any manner any other person to impersonate him or her in connection with any examination, application, or request to be so examined. (Ref. NRS 19-1840 and City Code 12-10.1 F. (5))

Updated June 2, 2022

Limitations on Action

Rule M-1 Any written accusation against a civil service employee must be filed with the Secretary of the Commission within six (6) months after the date of the incident upon which the accusation is based.

6. FY2023 Agreements with the Seward County Chamber & Development Partnership
- SCCDP President & CEO Jank
 - A. Consideration of a Membership Agreement with Seward County Chamber & Development Partnership

**PUBLIC MEMBERSHIP AGREEMENT OF
SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP**

Whereas in accordance with the Bylaws of SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP (the “Partnership”), the terms of membership for the City of Seward of Seward, Nebraska (“Seward”), the County of Seward, Nebraska, (the “County”) the City of Milford, Nebraska (“Milford”) and the Village of Utica, Nebraska (“Utica”), are to be set forth in a Membership Agreement; and

Whereas, the Board of Directors of the Partnership has established the terms of membership for Public (Anchor) Members and desires that they be set forth in a Membership Agreement with each such Member;

NOW THEREFORE, the Partnership and the undersigned agree as follows:

1. In accordance with the terms of a Funding Agreement between Seward and the Partnership, Seward will make a financial contribution of \$71,611 to the Partnership for the fiscal year running from October 1, 2022 through September 30, 2023. As a result of such payment, Seward shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

2. In accordance with the terms of a Funding Agreement between the County and the Partnership, the County will make a financial contribution of \$58,350 to the Partnership for the fiscal year running from July 1, 2022 through June 30, 2023. As a result of such payment, the County shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

3. In accordance with the terms of a Funding Agreement between Milford and the Partnership, Milford will make a financial contribution of \$12,200 to the Partnership for the fiscal year running from October 1, 2022 through September 30, 2023. As a result of such payment, Milford shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

4. In accordance with the terms of a Funding Agreement between Utica and the Partnership, Utica will make a financial contribution of \$6,365 to the Partnership for the fiscal year running from October 1, 2022 through September 30, 2023. As a result of such payment, Utica shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

5. For so long as the Public entities listed above are Members in good standing of the Partnership, each such entity shall be entitled to vote on all matters raised at meetings of the Members of the Partnership. Each Public entity shall designate a person to represent that Public entity at meetings of the Members and shall vote on behalf of the Public entity at each meeting of the Members.

6. The term of this Membership Agreement shall begin at the start of each Public Member’s fiscal year in 2022 and terminate at the end of their fiscal year in 2023, provided, however, that each year, the parties will negotiate in good faith for the renewal of this Agreement (as a combined Agreement or as separate agreements with Seward, Milford, Utica, and the County) for an additional term upon such terms as the parties shall then agree.

7. The Partnership agrees that no person shall, on the grounds of race, color, sex, national origin and/or disability/handicap, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity of the Partnership.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2022.

CITY OF SEWARD, NEBRASKA

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP

By: _____
Mayor

By: _____
Chairperson

Date: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2022.

COUNTY OF SEWARD, NEBRASKA

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP

By: _____
Chairperson

By: _____
Chairperson

Date: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2022.

VILLAGE OF UTICA, NEBRASKA

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP

By: _____
Chairperson

By: _____
Chairperson

Date: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2022.

CITY OF MILFORD, NEBRASKA

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP

By: _____
Mayor

By: _____
Chairperson

Date: _____

Date: _____

B. Consideration of a Funding Agreement with Seward County Chamber & Development Partnership

FUNDING AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2022, by and between the CITY OF SEWARD, NEBRASKA, a municipal corporation, hereinafter referred to as the CITY, and the SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP, a Nebraska nonprofit corporation, hereinafter referred to as the SCCDP.

RECITALS:

WHEREAS, the parties desire to enter into a mutually beneficial Funding Agreement for the purpose of promoting economic development in the City of SEWARD, Nebraska, and throughout Seward County, Nebraska.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The City and the SCCDP agree to enter into this Funding Agreement for the promotion of economic development as set forth above on the basis of the City's fiscal year which commences October 1, 2022 and ends September 30, 2023.

2. The City agrees to fund the promotion of economic development by paying to the SCCDP the sum of SEVENTY-ONE THOUSAND SIX HUNDRED AND ELEVEN and No/100ths Dollars (\$71,611.00) subject to the following requirements:

(i) The SCCDP shall place all funds received pursuant to this Agreement in a separate segregated economic development fund ("the Public Economic Development Fund"); and

(ii) The SCCDP shall use all funds received pursuant to this Agreement only for the purpose of "encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services of the City," all in accordance with **Neb. Rev. Stat.** § 13-315 (Reissue 2012), a copy of which is attached hereto and marked as Exhibit "A".

3. As a way of ensuring the City's funds will be used in compliance with **Neb. Rev. Stat.** § 13-315, a designee of the City and a designee of the SCCDP shall reconcile and audit the Public Economic Development Fund annually. The fiscal year end reconciliation and audit shall be completed within sixty (60) days of June 30, 2023. If there are funds remaining in the Public Economic Development Fund at fiscal year end, the funds for any authorized expenditures which accrued during the fiscal year, but which have not yet been paid for, may be retained by the SCCDP to pay the same. Any funds remaining after accounting for the authorized accrued expenses as provided herein shall be retained by the SCCDP and considered as part of the City's next fiscal year appropriation should one be made by the City for the SCCDP.

4. At the expiration date of this Funding Agreement on September 30, 2023, the parties hereto shall either enter into a new Funding Agreement for the ensuing fiscal year or this Funding Agreement shall terminate and the end of year reconciliation and audit shall be accomplished as provided for in Paragraph 3 above.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Funding Agreement in duplicate the date and year first above written.

CITY OF SEWARD, NEBRASKA, a
Municipal Corporation,

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
City Clerk/HR Director

Approved as to form: _____
City Attorney

SEWARD COUNTY & CHAMBER DEVELOPMENT
PARTNERSHIP, a Nebraska Nonprofit Corporation

Chairperson

EXHIBIT "A"

Neb. Rev. Stat. § 13-315. Appropriation or expenditure; purposes; method; limitation

The city commissioners or council of any city, the board of trustees of any village, and the county board of any county in the state shall have the power to appropriate or expend annually from the general funds or from revenue received from any proprietary functions of their respective political subdivision an amount not to exceed four-tenths of one percent of the taxable valuation of the city, village, or county for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of acquiring from any source a municipal electrical distribution system or exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city, village, or county. Such sum may be expended directly by the city, village, or county or may be paid to the chamber of commerce or other commercial organization or a similar county organization or multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization. The total amount levied including the appropriation or expenditure made under this section shall not exceed the amount limited bylaw.

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

CITY ADMINISTRATORS REPORT – 9/20/22

- Monitoring a number of street projects Waverly Road (lane painting), design work on East Seward, East Hillcrest, and drainage near Park Street & Bradford Street.
- Assisting City Attorney with a number of real estate items and related matters.
- Assisted with Civic Center items and issues.
- Reviewed additional DTR items and worked with applicants on needed documents, met with applicants and SENDD.
- Working with Zoning Office staff on a number of appeals and zoning items (Glawatz).
- Assisting with documentation and discussions related to billing for ambulance services with One Billing Solutions.
- Met with Zoning staff to review ordinance changes for sign regulations and pet care facilities.
- Met with executives from NPPD for a general outlook for the coming year, discuss Cooper Nuclear Station, rates, and supply chain issue in the industry.
- Talk to a number of potential applicants for a 2nd Round of DTR Apps if available.
- Met with owner of a potential business looking to site in the Rail Campus, reviewed power needs for potential project and timelines.
- Assisted with documentation and items related to the Shovel Ready Grant for the Seward Wellness Center.
- Met with NEMA for kick off meeting on the Pump House Hazard Mitigation Project. Met with staff to generate RFQ for design portion of project.
- Met with Parks and Rec staff and High School Basketball Coach about City Recreational basketball plans for 2022-23.
- Assisted SCCDP with a response on a Rail Campus economic development project.
- Teleconferenced with Norris Public Power about plans to move forward with upgrades to the NPPD substation in Seward that serves a good portion of Seward, Milford, and Norris customers.
- Met on site in the Rail Campus with WCR CEO to review project and discuss needs as project comes online.
- Met with representative from NPPD for upgrades to the City of Seward website. The current site operates under an old WordPress html format and is degrading. NPPD will provide free backend service to build a new platform for our website that is more friend on both the user and designer side.
- Review SHPO documentation about downtown design guidelines.

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

Police Department

- Presentation to Middle School Careers Class, Sept. 14 and 15.
- Civic Service Commission meeting.
- 4th of July Committee meeting, Sept. 15.
- Create new target goals for next reporting period.

City Clerk/Human Resources/City Hall

- A memo was dispersed to Department heads for fall targets on 9/12 and new targets by 10/3.
- Attended a webinar on 9/14 and a LONM meeting on 9/15 for training.
- Awaiting Dept. Head plans for properties (due by Sept. 16) and meeting with Greg Sept. 19 to discuss storm cleanup from June 14.

- Civil Service Commission met Sept. 14 to discuss updates to the Rules & Regulations for Council to review on Sept. 20 for the Police Officer Vacancy.
- There was a kickoff meeting with NPPD for the City website on 9/15.

Water/Wastewater Department

- S4 Well electrical controls and SCADA changes.
- Start hauling in dirt for new SW3 well house area.
- Finish up dirt work from 11th to 9th for the new main project.
- Pour back sidewalks and street removed from the main project.
- Closed of 7th and Main Sept. 12. Dig and prep for live tap on Sept. 13.

Parks and Rec/Cemetery/Golf/Pool

- Youth soccer starts this Tuesday and Thursday, and Flag football on Saturday.
- Coed Sand Volleyball on Sundays.
- Cemetery board meeting Monday, Sept. 12
- Meeting with Donna about Special Olympics with Adam on Monday, Sept. 12.
- Sargent Well is working on the small well at the golf course.

Civic Center

- Meetings as usual.
- Regular cleaning and changing light bulbs. New 8-foot tables are in, will swap out with tables in east basement.

Electric Department

- Work on Concordia University's service.
- Bore in secondary on Shannon Rd.
- Follow up on Allo installations.
- Move street light pole for Methodist Church.

Street Department

- Mow ROW.
- Cement street repair on Plainview Ave.
- Recycling Center bail and cleanup.

Library

- Working on final purchases for this fiscal year.
- Material ordering.
- Office cleaning and other target work.

Building Inspection/Planning Department

- The September Planning Commission meeting was held on Sept.12 regarding McNally 1st floor residential Special Use Permit, pet services and sign ordinances, and work on staff reports.
- Allo is making the Hut hot, getting ready to start connecting phases.
- Meeting with Tom Rief, Andy Hartman, Street Superintendent, Bob Miers and Building and Zoning for the new Sparetime outdoor venue to discuss sidewalks, curb, gutter and ADA parking.
- Set up meeting with Allo, Street Superintendent and Building and Zoning to discuss alley concrete replacement.
- Reaching out to Randy Skillin on cleanup at Twin Oaks Mobile Park.
- Andy Hartmann has the asbestos report and will be turning it into the Building & Zoning Department. He anticipates the demo to be done the week of Sept. 26.
- Chad Peery has sent the asbestos report and is gathering demo costs. The Fire Marshall continues to investigate and has not released the site.

Engineering

- Alignment of plan set with Prairie View development detention basin outlet structure design and City Council approval (Sept. 20) for East Seward Street (County).

- City Council approval (Sept. 20) for Karol Kaye Box Culvert.
- Kick off meeting (Sept. 14) for Plum Creek Bridge.
- RFQ for the Levee Pump Station.
- Water main and sanitary sewer design, review tree removal list for Highway 15.
- Revised site layout, antenna wind loading analysis (AT&T), complete SRF funding application and send agreements to City Attorney for the Water Tower.

Finance Dept.

- File budget with state auditor.
- Distribute budget copies.
- Bond payment transfers.
- Prep for end of fiscal year and audit items.

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

1. Strategy Session with City Attorney to Provide Negotiation Guidance Concerning Real Estate Interests at the Seward Rail Campus - City Attorney Hoffschneider

MOTION TO ADJOURN

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

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

Derek Bargmann, City Clerk

Date