



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

Tuesday, January 6, 2026

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, January 6, 2026, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST
1/6/2026
COUNCIL MEETING

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

Aclara Technologies/Hubbell	SE	56,083.00
Amazon Capital Services Inc	MAT/SU	1,351.70
Amg Technology/Nextlink	UT	103.12
Andrew Brosius	MC	105.00
Aqua-Chem Inc	SU	551.90
Bizco Technologies	IT	9,316.15
Black Hills Energy	UT	4,995.81
Blue River Electric LLC	BU/RE	4,161.33
Border States Industries Inc	SU	223.06
Brad Schlegel	MC	295.00
Brady Anderson	MC	200.00
Brayden Boehle	MC	260.00
Capital Business Systems-WY	SE	209.00
Capital Business Systems-TX	SE	715.11
Cash-Wa Distributing Co	SU	404.91
Charter Communications	UT	438.91
Chris Nunn	RI	32.49
Chris Sayre	SE	125.00
City Of Geneva	MC	150.00
City Seward Buildings/Grounds	OP	4,000.00
City Seward Library Petty Cash	PF	114.82
Cleary Building Corp	BU	84,254.00
Cornhusker State Industries	SU	892.00
Dave Freese/Freese Construction	GU	4,352.00
Dennis Johnson	MC	140.00
E M C Insurance Companies	INS	400.88
Eakes Office Solution	SU	58.97
ECES Inc/Campbell Cleaning	SE	1,602.00
Exelon Corp/Constellation	UT	289.03
Farmers Coop - Seward	DF/GS	349.17

First Wireless Inc	EQ	6,790.03
Firstar Fiber Inc	SE	2,422.89
Galls LLC	UN	195.37
General Code	SE	1,566.60
Gerhold Concrete Co Inc	MC	191.61
Graybar	INV	2,854.13
Great Plains Communications Inc	UT	604.72
Hamilton Equipment Company	RE	483.60
Hawkins Inc	SU	1,479.49
Hoffschneider Law PC LLO	SE	5,000.00
Husker Electric Supply Co	SU	268.64
Hydraulic Equipment Service	SU	61.01
Interstate All Battery Center-Lincoln	SU	36.32
Jacob Miller	MC	500.00
JEO Consulting Group Inc	SE	372.75
Jerry's Transmission Service Inc	RE	2,416.25
Kaleb Engler	MC	235.00
Kelby Zimmerman	MC	200.00
Last Mile Network	IT	75.30
Lincoln Winwater Works Co	RE	1,402.28
Matheson Tri-Gas Inc	SU	185.22
Matt Rice	MC	150.00
Matthew Weisman	MC	530.00
Max T Wake & Elizabeth B Wake	OP	2,637.82
Menards North	BU	485.26
Mid-American Benefits LLC	INS	1,816.74
Midwest Automotive	RE	5,249.07
Nebraska D A S Acct OCIO	SE	231.00
Nebraska Dept Of Agriculture	MC	6.10
Nebraska Public Health Env Lab	TE	198.00
Nebraska Snow Equipment	FA	9,390.64
Norris Public Power District	UT	2,267.14
Olivia Halquist	MC	60.00
Olsson	CI	7,553.77
O'Reilly Automotive Inc	RE/SU	139.24
Phil Stauffer	MC	200.00
R&R Refrigeration/Lee's	BU/SU	425.56
Sack Lumber	SU	27.98
Schemmer Architects Engineers	CI	76,048.75
Seth Stutzman	MC	205.00
Seward Co Chamber & Development	RI	232.21
Seward County Treasurer	OP	23,802.00
Seward Public Schools	MC	1,778.36
Shelly Kubicek	MC	300.00

Sparq Data Solutions Inc	IT	4,250.00
Sweet Tea Media/SCI	PU	260.00
Titan Machinery	RE	51.00
Trenton Kumm	MC	235.00
U S Cellular	UT	143.35
U S Postal Service	PF	4,500.00
Uline	SU	96.19
Uribe Refuse Services Inc	SE	2,142.60
Verizon	UT	869.18
Visa		9,718.31
SMTP2GO	IT	75.00
UNO	TR	443.00
Dinges Fire Co	EQ	731.76
Amazon.com	SU	845.38
GBShields.com	OP	134.95
Emergency Solutions	IT	164.00
AT&T	UT	80.08
Taylor's Tins	EQ	203.00
Vista Print	OP	363.62
Crowne Plaza-Kearney	TR	745.24
USPS	PF	168.10
Creative Products	SU	131.28
LLRMI	TR	150.00
Sam's Club	SU	792.34
Herpolsheimer's	RE	120.67
Buresh Meats	ML	904.29
Valentino's	ML	174.52
Runza	ML	192.67
The Webstaurant Store	SU	145.49
NGCSA Turf	TR	175.00
Constant Contact	MC	26.00
ForeUP	IT	686.08
TracFone	UT	34.28
Ubox	SU	410.97
Rouge Fitness	SU	155.07
Square Space	MS	276.00
Adobe	IT	26.48
Ariat Int'l	SU	551.32
Walmart	SU	811.72
White Cap LP	SU	258.00
Windstream Nebraska Inc	UT	181.13
	TOTAL	\$359,954.97

2. Draft Minutes of November 16, 2025, City Council Meeting

December 16, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, December 16, 2025, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: none. Other officials present: City Administrator Greg Butcher, City Engineer Michael Oneby, Building/Zoning & Code Enf. Director Tim Dworak, and Police Officer Lacy Samek.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,297,014.89)
4. Police Department Report
5. Draft Minutes of December 2, 2025, City Council Meetings

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

PUBLIC HEARINGS

1. CONSIDERATION OF AN ORDINANCE TO REVISE THE CITY’S UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); ARTICLES 9.2, 10.2 & 12.2 SITE DEVELOPMENT REGULATIONS

Building/Zoning & Code Enf. Director Dworak informed that a review of the code related to minimum lot sizes in zones R3, R4 and Urban Corridor revealed some inadequacies. Specifically, many of the multifamily homes in these zones do not meet the minimum lot size requirement; therefore, would be deemed nonconforming if built back according to current code. The proposed change would update the lot sizes allowing for most homes in these districts to be compatible. The Planning Commission recommended the changes unanimously.

The public hearing was opened at 7:04 p.m. With no public comment received, it was closed at 7:04 p.m.

Councilmember Kolterman introduced Ordinance No. 2025-31. Councilmember Wergin moved, seconded by Councilmember Stryson to dispense with the statutory rule.

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

Councilmember Stryson moved, seconded by Councilmember Singleton, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-31, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 9.2 SITE DEVELOPMENT REGULATIONS; TO AMEND CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 10.2 SITE DEVELOPMENT REGULATIONS; & TO AMEND CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 12.2 SITE DEVELOPMENT REGULATIONS TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.**

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

2. TAX INCREMENT FINANCING (TIF) APPLICATION BY PEERY HOUSING, LLC (428 N 3RD STREET)

A. PRESENTATION AND REVIEW OF TIF APPLICATION, COST BENEFIT ANALYSIS, REDEVELOPMENT PLAN AMENDMENT, REDEVELOPMENT AGREEMENT

TIF Attorney Andrew Willis (Cline Williams) presented the application submitted by Peery Housing LLC. He noted the project was a four-plex residence to be rebuilt on a vacant site previously demolished after a fire in 2022. He noted the proposed project fit into the comprehensive plan as infill and the ‘R-4 Urban Residential Multifamily District’ zone. The CRA recommended for approval and the Planning Commission found the project was in conformity with the City’s comprehensive plan. The TIF amount requested over 15 years was \$104,200 for site acquisition, demolition, site preparedness, façade, and energy efficiency upgrades. Finally, he indicated the site would require

December 16, 2025

eight parking places, which were planned for.

Councilmember Miller inquired about the plans for the property directly south of the site, which has been a vacant storefront for some time. Mr. Willis informed the site was owned by another party with no plans for acquisition on the present application. Councilmember Miller opined he was not in favor of TIF funding for projects on green sites, rather than using funds for rehabilitation of existing problem properties. Mayor Eickmeier pondered if approval of this application would set a precedent for other similar applications or expectations of the Council. Mr. Willis noted TIF laws were broad and Council could modify program regulations as they desired. It was noted the applicant will request approval to establish five diagonal parking spaces streetside.

The public hearing was opened at 7:29 p.m., and was closed at 7:33 p.m. with the following comments:

- Mark Peery (applicant)—relayed the project was proposed to meet affordable housing needs in the community; has inquired about the vacant storefront to the south, developed plans to construct an additional fourplex if the first project successful; expected completion of the first phase is in 2027.

B. CONSIDERATION OF A RESOLUTION APPROVING THE REDEVELOPMENT PLAN AMENDMENT AND ADOPTING A COST BENEFIT ANALYSIS FOR THE REDEVELOPMENT PROJECT

Councilmember Miller stated his viewpoint that he was not in favor of TIF issuance because according to the pro forma provided, the project would be profitable without TIF funding; therefore, was not necessary.

Councilmember Singleton introduced **Resolution No. 2025-38**, to approve the redevelopment plan amendment and adopt a cost benefit analysis for the Peery Housing Project. Councilmember Kolterman moved, seconded by Councilmember Francescato, to approve the resolution as presented.

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

Nay: Miller. Absent: None. Motion carried.

C. CONSIDERATION OF A RESOLUTION APPROVING THE REDEVELOPMENT PLAN AGREEMENT FOR A REDEVELOPMENT PROJECT INCLUDING THE ISSUANCE OF TIF INDEBTEDNESS FOR THE REDEVELOPMENT PROJECT AND OTHER SUCH ACTIONS UNDER THE COMMUNITY DEVELOPMENT LAW

Councilmember Kolterman introduced **Resolution No. 2025-39**, to approve the redevelopment plan agreement for the Peery Housing Project. Councilmember Francescato moved, seconded by Councilmember Wergin, to approve the resolution as presented.

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

Nay: Miller. Absent: None. Motion carried.

3. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS 235 RIVER STREET FROM 'R4 – URBAN RESIDENTIAL MULTIFAMILY DISTRICT (HIGH DENSITY)' TO 'I1 – LIMITED INDUSTRIAL DISTRICT'

Mr. Dworak informed the application was to allow for a business to open at the address; however, the business was not an approved use within the current zone. Staff has reviewed the application and has noted the following issues: nonconformance to the lot size of zone I1, not meeting the City's comprehensive plan, and the general nature of the proposed zone would allow for unfavorable uses in a residential area. Additionally, a conditional use permit was not allowable based on the businesses' proposed plan. Spot zoning was considered but was not suggested by City staff as it could create problems with comprehensive plan cohesion. The Planning Commission recommended disapproval of the application by a 7-1 vote and multiple neighbors have contacted City staff to express disapproval as well.

The public hearing was opened at 7:41 p.m. With no public comment received, it was closed at 7:41 p.m.

No Councilmember introduced **Ordinance No. 2025-32**; therefore, the ordinance did not pass.

4. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS 2909 WAVERLY ROAD FROM 'AG – AGRICULTURAL DISTRICT' TO 'RR – RURAL RESIDENTIAL DISTRICT'

Mr. Dworak reviewed the application, which requested a rezoning of a property within the extra-territorial jurisdiction (ETJ) to allow for improvements to the property. The property does not meet the 20-acre threshold for conformance under the 'AG' designation; therefore, 'RR' is most appropriate. The Planning Commission unanimously recommended approval.

The public hearing was opened at 7:43 p.m. With no public comment received, it was closed at 7:43 p.m.

Councilmember Stryson introduced Ordinance No. 2025-33. Councilmember Wergin moved, seconded by Councilmember Francescato to dispense with the statutory rule.

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

December 16, 2025

Nay: None. Absent: None. Motion carried.

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-33**, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF WAVERLY ROAD AND WEST OF SKUNK HOLLOW ROAD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

5. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY DUE SOUTH OF 1988 STATE HWY 15 (RUMERY LAWN AND LANDSCAPE) FROM 'AG – AGRICULTURAL DISTRICT' TO 'C2-HIWAY COMMERCIAL DISTRICT'

Mr. Dworak relayed that the request came from Mr. Rumery to allow for business expansion south of his current footprint, which is not allowable under the current designation. The property is currently in the ETJ, and the City is working with the applicant on possible annexation. The Planning Commission recommended approval of the rezone unanimously.

The public hearing was opened at 7:47 p.m. and was closed at 7:48 p.m. with the following comments:

- Jerry Rumery (applicant)—described plans to expand his businesses' footprint to the south of current location.

Councilmember Stryson introduced Ordinance No. 2025-34. Councilmember Wergin moved, seconded by Councilmember Kolterman to dispense with the statutory rule.

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

Councilmember Tonniges moved, seconded by Councilmember Francescato, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-34**, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO C-2 HIGHWAY COMMERCIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF IZAAK WALTON ROAD AND EAST OF 280TH ROAD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

6. CLASS D LIQUOR LICENSE APPLICATION FOR SEWARD PETROLEUM LLC, DBA NP MART 34, 541 JACKSON STREET

City Clerk Bargmann reviewed the application submitted to the State—the current Gas-N-Snaks property was in the process of being sold to the NP Mart franchise contingent upon liquor license approval. The site was expected to be renovated.

The public hearing was opened at 7:53 p.m. With no public comment received, it was closed at 7:53 p.m.

A. CONSIDERATION OF A RESOLUTION RECOMMENDING APPROVAL OF A CLASS D LIQUOR LICENSE FOR SEWARD PETROLEUM, LLC

Councilmember Kolterman introduced **Resolution No. 2025-40**, to recommend approval of a Class D Liquor License for Seward Petroleum, LLC. Councilmember Tonniges moved, seconded by Councilmember Singleton, to approve the resolution as presented.

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

B. CONSIDERATION OF A REQUEST TO RECOMMEND ANNE GORDON AS MANAGER OF CLASS D LIQUOR LICENSE FOR SEWARD PETROLEUM, LLC

Councilmember Singleton moved, seconded by Councilmember Kahler, to recommend Anne Gordon as Manager of the Class D Liquor License for Seward Petroleum, LLC.

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

December 16, 2025

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A POISONOUS & FLAMMABLE GASES STORAGE PERMIT, FUEL TANKS AT SUMMIT CONTRACTING SHOP, 1217 IZAAK WALTON ROAD

Mr. Dworak indicated the applicant intended to place fuel tanks at a business site. As per City Code, a bulk storage site would need a permit. The State Fire Marshall has reviewed and accepted the plans.

Councilmember Singleton moved, seconded by Councilmember Kahler, to authorize the City to approve a poisonous and flammable gases storage permit at Summit Contracting Shop, 1217 Izaak Walton Road.

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

Nay: None. Absent: None. Motion carried.

2. CONSIDERATION OF A CLAIM FROM ST. GREGORY THE GREAT CATHOLIC SEMINARY, 800 FLETCHER ROAD, FOR PROPERTY DAMAGE IN THE AMOUNT OF \$10,507.08

Councilmember Stryson moved, seconded by Councilmember Wergin, to forward the claim to the City's insurance carrier for determination and disposition.

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

Nay: None. Absent: None. Motion carried.

3. CONSIDERATION OF A WORK ORDER (#4) WITH M.E. COLLINS CONTRACTING TO AUTHORIZE ADDITIONAL WORK ON THE WORTHMAN BLVD EXTENSION PROJECT IN THE AMOUNT OF \$105,044

City Engineer Oneby relayed the work order was to authorize measures to pouring/curing concrete during cold weather, to implement signage for truck detour, and to authorize portable traffic signals for two-way traffic on the access road. He mentioned the City's intent to complete the project as soon as possible to allow for neighboring businesses to have normal truck access for their operations. The project is expected to be completed within the calendar year.

Councilmember Singleton moved, seconded by Councilmember Wergin, to approve work order #4 with M.E. Collins Contracting for the Wortman Blvd. Extension Project in the amount of \$105,044.

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

Nay: None. Absent: None. Motion carried.

4. CONSIDERATION OF AN AMENDMENT TO THE AGREEMENT WITH HDR, INC. FOR DESIGN ENGINEERING SERVICES FOR THE SEWARD LEVEE INTERIOR PUMP STATION PROJECT IN THE AMOUNT OF \$26,085.34

Mr. Oneby noted the amendment would encapsulate additional work taken by the design engineer to submit the 90% plans to NEMA for Phase I requirements. The City is still pursuing options to fund construction, projected at \$4.5 million.

Councilmember Singleton moved, seconded by Councilmember Francescato, to approve an amendment to the agreement with HDR, Inc. for design engineering services in the amount of \$26,085.34.

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

Nay: None. Absent: None. Motion carried.

5. CONSIDERATION OF A RESOLUTION APPROVING THE PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATES FOR NDOR PROJECT NUMBER BRO-7080 (PLUM CREEK BRIDGE), ALLOWING FINAL EDITS AND BID LETTING

Mr. Oneby indicated the resolution is a formality to allow for the State to advertise for bids, expected in early 2026.

Councilmember Francescato introduced **Resolution No. 2025-41**, to approve the preliminary plans, specifications, and estimates for NDOR Project Number BRO-7080 (Plum Creek Bridge). Councilmember Wergin moved, seconded by Councilmember Tonniges, to approve the resolution as presented.

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

Nay: None. Absent: None. Motion carried.

6. CONSIDERATION OF AN ORDINANCE TO AMEND THE 'SEASONAL GROUNDMAN' TITLE

Mr. Bargmann updated that a change was proposed to the title for personnel recruiting purposes.

Councilmember Stryson introduced Ordinance No. 2025-35. Councilmember Wergin moved, seconded by Councilmember Kahler to dispense with the statutory rule.

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

Nay: None. Absent: None. Motion carried.

Councilmember Francescato moved, seconded by Councilmember Kahler, that the minutes of the proceeding of the

December 16, 2025

Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-35**, AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO UPDATE THE ELECTRIC SEASONAL GROUNDMAN TITLE; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

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

7. CONSIDERATION OF AN ADDENDUM TO THE INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE AND RELATED SERVICES (ZUERCHER)

City Administrator Butcher indicated the amendment was to extend the term date by six months as a new interlocal agreement was currently being drafted by the Seward County E911 Board.

Councilmember Francescato moved, seconded by Councilmember Tonniges, to approve an addendum to the interlocal agreement for cooperative public safety software, hardware and related services.

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

CITY ADMINISTRATOR'S REPORT

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

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

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS

Councilmember Kolterman moved, seconded by Councilmember Francescato, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, and City Clerk for the protection of the public interest and to discuss real estate interests for a period not to exceed 30 mins.

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

Mayor Eickmeier stated the Council has voted to go into closed session at 8:16 p.m. for the protection of public interest and to discuss real estate interests.

At 8:21 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Stryson, that the December 16, 2025, City Council Meeting be adjourned.

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

Adjourned approximately 8:21 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

December 16, 2025

Derek Bargmann, City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of an Agreement with JEO Consulting, Inc. for a Water System Master Plan in the Amount of \$123,500 - City Engineer Oneby



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

THIS IS AN AGREEMENT effective as of the date signed by the Owner (“Effective Date”) between City of Seward, Nebraska (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Seward Water System Master Plan, JEO Project No. 251269.01

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is included in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

5.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Seward

Engineer: JEO Consulting Group, Inc.



By: _____

By: Dane Simonsen

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: December 8, 2025

Address for giving notices:

Address for giving notices:

City of Seward

JEO Consulting Group, Inc.

537 Main Street

2000 Q St, Ste 500

Seward, NE 68434

Lincoln, NE 68503

SCOPE OF SERVICES

PROJECT DESCRIPTION:

This project encompasses the development of a comprehensive Water System Master Plan that includes a detailed evaluation of existing supply, treatment, storage and distribution systems. The work will involve an assessment and optimization of the current distribution network to ensure efficient operation and reliability. Additionally, the project will address future community growth and infrastructure needs, providing strategic planning and infrastructure sizing to accommodate expansion. Advanced water system modeling will be conducted, including static modeling, fire hydrant testing, calibration, fire flow analysis, and alternative modeling to ensure the system meets performance and safety standards under varying demand conditions and supports future growth and development.

BASIC SERVICES [LUMP SUM]

PROJECT MANAGEMENT PHASE:

1. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Provide oversight to ensure scope of services and schedule are met.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Review billed hours by the engineering team and prepare invoice statements for Owner.

MASTER PLAN PHASE:

1. Meet with the City of Seward to Review Project Approach and Available Information
 - a. Introduction of key project personnel from JEO and the City.
 - b. Review the purpose and objectives of the study and data needs.
 - c. Review the existing base, water maps available through the City's GIS system.
 - d. Obtain copies of available pertinent water system data from the Owner.
 - e. Perform on-site inventory of the major water system components, including the wells, water treatment plant, and water storage facilities.
 - f. Review project schedule and milestones.
2. Prepare Inventory of Existing Water System Infrastructure
 - a. Describe area served by the water system, including topography and other pertinent land features of the area (prepare maps and sketches, as necessary).
 - b. Review existing well, water treatment, and pumping records, maps and inspection reports.
 - c. Review of maintenance documentation from the City staff.
 - d. Review available documents from the Nebraska Dept. of Water, Energy, & Environment [DWEE].
 - e. Review historical population trends and develop population projections for the next 20 years based on past historical population trends and projected future development.
3. Evaluate Existing Conditions and Facilities

Exhibit A – Seward Water System Master Plan

- a. Review the history of the existing water system and prepare an inventory of the various components of the water system, including supply, and treatment components. This inventory is to be completed using existing records that are readily available from the City, infrastructure assessment forms, or other sources.
- b. Evaluate the physical condition of the water supply wells, treatment units, chemical feed systems, finished water clearwell, and high service pumping system. This evaluation is to be completed using existing records that are readily available from the City or other sources, and visual observations of the components.
 - i. Evaluation of the water supply wells shall include the 3 existing well fields with attention paid toward the longevity of individual wells and the wellfield as a whole.
 - ii. Evaluation of the water treatment system shall include an assessment of condition and capacity of the existing water treatment system (RO units, chemical feed, pumping, and finished water storage) to determine alternatives for expansion of the firm capacity.
- c. Evaluate the water quality of the water supply and performance of the treatment system. This evaluation is to be completed using existing records that are readily available from the City or other sources.
 - i. Request the City to conduct additional testing to fill any data gaps for the analysis, as necessary and perform analysis on results/data provided.
 - ii. Evaluation of the water quality shall include the consideration of treating and/or blending different water qualities available from the wellfield.
 - iii. Consideration of untreated uses (industrial) will be included in the water quality evaluation.
- d. Evaluate the capacity and adequacy of the various components of the water supply facility, including the supply, treatment, and high service pumping components. This evaluation is to be completed using existing records that are readily available from the City or other sources.
- e. In combination with the results of the water modeling, evaluate the capacity and adequacy of the various components of the water distribution system.
- f. Evaluate the capacity and adequacy of the water storage facilities. This evaluation shall include evaluation of “dead”, fire, and operating levels for the existing towers and finished water clearwell.
- g. Review and evaluate past water use records and develop projections for water use requirements for the system, including average and peak daily demands.
- h. Review existing services level and water quality goals with City staff.
- i. Evaluate the ability of the various components of the water system to adequately provide continued service to the community. This evaluation is to be completed using existing records that are readily available from the City or other sources and projected future water needs.

- i. Areas of anticipated development will be evaluated to determine water demands and water main sizing to provide adequate level of service, as established by the City.
 - ii. Review the potential service limits of the city’s water system, based on static pressure and a single pressure zone.
 - j. Review the annual operating budget of the water system.
- 4. Develop and Evaluate Alternatives
 - a. Develop recommendations for improvements City’s water system based on the evaluation of the existing water facilities and projected future water needs. A select number of alternatives will be developed to be incorporated into the city’s 20 year CIP.
 - i. Up to 2 alternatives to increase the reliability and monitoring of the existing finished water transmission main creek crossings.
 - ii. One alternative to increase connectivity and looping on the north and east sides of the City, west of Plum Creek.
 - iii. One alternative for the maintenance and code compliance of the existing water supply and treatment facilities.
 - iv. Water supply alternatives will include additional well(s) within the existing well fields and the potential for an additional well field [Up to 3 alternatives]
 - v. Water treatment alternatives shall include the consideration of using multiple technologies to expand capacity [Up to 3 alternatives].
 - vi. Water storage alternatives to increase distribution or finished water storage [Up to 2 alternatives]
 - vii. Water distribution alternatives will include recommendations for replacement of existing water mains [Up to prioritized 4 alternatives] and recommendations to support expansion [Up to 2 alternatives]
 - viii. Water distribution alternatives may include recommendations for the construction of new pressure zones to serve users within the city’s planning area. [Up to 1 alternative]
 - ix. Up to 3 additional alternatives not identified above.
 - b. Develop preliminary design criteria for the recommended water system improvements.
 - c. Develop opinions of probable project cost for the recommended improvements to the water system. Opinions of probable cost to include development, land and right, legal, engineering, construction, equipment, contingencies, and interim interest.
 - d. Develop opinions of the Operation and Maintenance (O&M) cost for the alternative recommended water system improvements.
 - e. Provide a “cost-effective analysis” of the alternative recommended improvements, including project costs and 20-year present worth of the projected O&M cost for the water system, if significant.
 - f. Provide an engineering evaluation of the design alternatives, including reliability, ease of use, and appropriate technology for the community’s management capability.
 - g. Evaluate, rank, and prioritize the recommended improvements for the water system.

Exhibit A – Seward Water System Master Plan

- h. Provide preliminary design layouts and sketches showing the proposed improvements, for each recommended design improvement alternative, as applicable.
 - i. Determine the projected additional land necessary to implement each design alternative – including estimated amount of land required, approximate location, and potential alternate location(s), as applicable.
 - j. Determine a potential timetable to implementation of the recommended alternative.
- 5. Evaluate the Financial Requirements of Alternatives
 - a. Review the copies of the previous three (3) years financial history on the operations of the water system, using existing records that are readily available from the City or other sources.
 - b. Develop a projected fee schedule for the monthly water user charges for local residents based on the opinions of cost.
 - c. Provide a summary of opinions of project costs, O&M costs, and user fees.
 - d. Review funding options and financing alternatives, which may be available to the City:
 - i. State Revolving Fund (SRF) for Drinking Water (DWEE)
 - ii. USDA/RD Programs
 - iii. CDBG, Community Development Block Grant Programs
 - iv. Municipal Bonds
- 6. Water System Master Plan
 - a. Develop a detailed report outlining the evaluation of the water system, water system modeling, the alternative recommendations for improvements and summary of opinions of project costs, O&M costs, cost effective evaluation and user fees for the City as described in this Scope of Services.
 - b. Evaluate, rank, and prioritize the proposed design alternatives. Evaluations shall include a cost-effectiveness analysis on the alternatives including a 20-year present worth of annual operation and maintenance costs. In addition, an engineering evaluation including reliability, ease of use, and appropriate technology for the community's management capability shall be conducted. Anticipated environmental impacts shall also be compared.
 - c. Prepare an executive summary of the reports findings.
- 7. Water Wastewater Advisory Committee (WWAC) Pre-application Requirements
 - a. Provide a preliminary review of the direct and indirect environmental impacts (such as floodplains, wetlands, prime farmland, endangered species, historic preservation, etc.) of design alternative selected by City for water system improvements.
 - b. Assist the City in the submittal of the report and pre-application to the Water and Wastewater Advisory Committee (WWAC).
- 8. Summary of Meetings
 - a. Prepare for and attend an in-person kick-off meeting as described above (1 meeting).
 - b. Prepare for and attend an in-person meeting to review the 70% draft report (1 meeting).
 - c. Prepare for and attend an in-person meeting to review the 95% draft report (1 meeting).

WATER SYSTEM MODELING PHASE:

1. Collect and Review Critical Data
 - a. Review previous distribution system master plan reports and studies.
 - b. Review all available documentation related to operations and maintenance of the water treatment plant, storage tanks, high service pump station and water distribution system.
 - c. Collect and review historic data including billing data, meter data, historic water use, and water loss information.
 - d. Prepare an inventory of all major infrastructure assets within the City’s distribution system from GIS mapping information and as-builts for wells, distribution system, and storage information.
 - e. Review historic water use characteristic trends and determine water use characteristic projections. Water use characteristics will be determined based on the following components: residential, non-residential, large use, and non-revenue for each of the design years. Confirm system-wide peaking factors for maximum day and maximum hour.
 - f. Review city-provided customer water use information for commercial, industrial, and residential customers, and information for the 10 largest water users and determine peaking factors.
 - g. Review city records and SCADA data to verify WTP pump performance and boundary conditions.
2. Field Testing (completed under separate agreement)
 - a. Install a temporary pressure logger to observe system pressures during system operation and hydrant testing.
 - b. Identify locations for and perform hydrant flow tests on up to 10% of hydrants
 - c. Obtain SCADA data, as available, for calibration and diurnal curve development
 - d. Perform C-factor flow testing at up to two (2) locations.
3. Hydraulic System Modeling
 - a. Develop a hydraulic model based on City’s GIS data (and other maps/sources) which includes all existing distribution system facilities. Perform review of the existing facilities and ensure that the network connectivity is acceptably representative and that all model data for facilities is accurate.
 - b. Allocate demand throughout the system based on the water use of the 10 largest users, residential, commercial, and industrial use. Utilize City land use information.
 - c. Conduct hydraulic analysis, using steady state analysis of distribution system as the basis for developing distribution improvement plans, including a review of future water requirements. Analysis will include average day, maximum day, and peak hour.
 - d. Calibrate the model according to AWWA best modeling practices.
 - i. Review calibration data with City to confirm test locations.
 - ii. Identify additional test locations (as required).
 - e. Perform distribution system hydraulic modeling of water transmission and distribution system capacities throughout the water system at 10-year intervals to identify and evaluate system improvements to address deficiencies.

Exhibit A – Seward Water System Master Plan

- f. Evaluate existing pumping and storage facilities to meet maximum day and peak hour requirements and develop a phasing plan for improvements from the results of the hydraulic evaluations to meet or improve level of service requirements.
 - g. Evaluate and make recommendations regarding system operational redundancy.
 - h. Evaluate and develop alternatives to optimize system hydraulic operation, improve system pressure management, ensure system reliability, and potentially improve water quality in the distribution system. Alternatives should include opinions of probable costs and be staged based on water demand projections at 10-year intervals.
 - i. Integrate water system modeling results into GIS database.
4. Existing Distribution System Optimization
 - a. Using the water system model, identify segments of the distribution system which restrict flow during peak day and fire flow conditions for current and proposed water demands.
 - b. Review areas of development and identify segments of the distribution system which are recommended for upsizing, when replaced.
 - c. Review the current strategies for main replacement program and make recommendations for the future main replacement program
 - d. Develop a comprehensive water distribution system phasing plan for the recommended improvements and incorporate into the City's CIP program.
 5. Future Community Expansion Planning and Infrastructure sizing
 - a. Model demands and fire flows within future conditions to recommend spacing, length, and looping of larger diameter mains to support development within the city's planning area.

SCHEDULE:

1. Kick-off meeting scheduled within 1 month of Notice to Proceed.
2. 60% TM Review about 4 months from kick-off meeting.
3. 95% TM Review about 1 month from review of 60% draft.
4. Submit Final TM about 1 month from review of 95% draft.

MEETINGS INCLUDED WITH THE SCOPE OF SERVICES:

1. Kick-off meeting [1 meeting]
2. Monthly progress meetings [Up to 8]
3. 70% review meeting [1 meeting]
4. 95% review meeting [1 meeting]

FEES [Lump Sum]:

1. Master Plan: \$50,000
2. Existing Distribution System Optimization: \$10,000
3. Future Community Expansion Planning and Infrastructure Sizing: \$10,000
4. Water System Modeling: \$53,500

ADDITIONAL SERVICES, NOT INCLUDED (BUT CAN BE NEGOTIATED UPON REQUEST):

1. Environmental permitting, assessments, or wetland delineations.

Exhibit A – Seward Water System Master Plan

2. Geotechnical investigation, geotechnical report, and/or other material testing services.
3. Property appraisals or zoning modifications.
4. Payment of any review and/or permitting fees.
5. Meetings not outlined in the scope of services.
6. Assistance with collection of additional field water system data for model validation and calibration beyond the scope of services.
7. 24 hour or multi-day Extended Period Simulation Modeling.
8. Condition assessment protocol to gather data for projecting remaining useful life of facilities.
9. Financial analysis and cost of service allocations.
10. Optimization of distribution system flushing program.
11. Energy use optimization via pump control/set points and WTP operational parameters.
12. Training of City staff on use of hydraulic modeling software.
13. Assist the City in responding to comments and questions that are raised by the Water and Wastewater Advisory Committee (WWAC) that are beyond a simple e-mail or letter response and would warrant an amendment to the study.

JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's

profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. 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 shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO 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 JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.



JEO Consulting Group, Inc. GENERAL CONDITIONS

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (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) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 1/6/2026

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (seeding), design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway. Working on cellular installations, electric connections, fiber connections and demolition planning for old tower.
- Check in meeting with Building and Zoning Staff.
- Met weekly with Jonathan Jank (SCCDP) to update on the status of economic development items.
- Held weekly Department Head Meetings.
- Finalize Easement item for wastewater service line for Senior Center.
- Weekly review with City Engineer of Project Priorities.
- Follow up items with Wellness Center Staff (6 month report and financials, coaches meetings for flag football and soccer, program expense reviews for basketball and volleyball, building planning, capital loan closeout items, staffing).
- Assist the Mayor with a number of appointments to various boards and commissions.
- ALLO City facility kick-off online meeting.
- Reviewed Phase 2 project cost estimates and planning for Seward Civic Center with members of the Commission and Civic Center Manager.
- Attended Seward County Commissioners meetings to discuss items related to updates to the County Emergency Manager position. City Clerk and myself provided job description edits to County Board. Also monitored an item related to the Flock Camera system.
- Held introductory meeting with Mayor Eickmeier and Seward County Sheriff's Candidate Trey Wayne. Mayor has now met with all current announced sheriff candidates.
- Reviewed final scope of services for JEO water study along with City Engineer.
- Prepare and plan for items related to annual employee appreciation event.
- Reviewed November Financials with City Finance Director.
- Attended NPPD Wholesale customer meeting in Grand Island along with Electric Superintendent. Items reviewed included nuclear updates, wholesale customer committee formation, emergency notification process/testing, and legislative updates.
- Housing moving from 407 South Street planned for Thursday, January 15, 2026.
- All employees were off for 3 days on the Christmas Holiday by order of the Mayor along with New Year's Day.
- Took two (2) days vacation.

Police Department

- New vehicle up-fit
- Prepare 2025 annual report

City Clerk/Human Resources/City Hall

- Tree City USA – waiting on tree counts from Bob Miers then work in portal
- Work with Greg/Chief to discuss County Emergency Manager position with County
- Follow up with Refuse Hauler & Tobacco License renewals
- Equipment/Manpower Rate Form: Waiting on Electric equipment review

Water/Wastewater Department

- Continue Well South 3 Rehabilitation
- Barscreen HMI issue with Commonwealth
- Wells and Lift station rounds

- Preventative maintenance on vehicles

Parks and Rec/Cemetery/Golf/Pool

- Working at Golf Pro Shop
- Servicing Equipment
- Trash run and pick up tree debris from high winds
- Take Allo around to Muni, Pool, Cemetery Buildings
- Funerals: Monday

Civic Center

- Action Electric looking at the flashing can light
- Carpet should come down this week
- Regular meetings have been canceled until after the new year

Electric Department

- Set pole and install urd at Walker sub
- Vac out streetlight that was hit on Karol Kay and replace
- Meter Shutoff
- Compare quotes for material for Dari Project and get purchase orders out

Street Department

- Work on equipment
- Stump removal
- Clean shop
- Ice and snow where needed

Library

- Visit with Chris Blanke regarding a blood pressure station at Library
- Pick your Path holiday even happening every day library is open
- Closing Wednesday at noon for holiday

Building Inspection/Planning Department

- Planning Commission – January - Benson Minor Plat.
- B&Z Check in – Wednesdays 9am – Hughes Plat on Waverly Rd
- CASA Bldg. – Anderson Const Mtg to discuss water and sewer locations and needs.
- Dari LLC – Meeting Wednesday 3:00pm in the Primus trailer.
- Horseshoe Bldg. – Holiday and staff shortages have moved the build date to the 1st week of January. Gary and I will meet to discuss the temp wall location.
- Chad Withers – House move has been scheduled for January 15th.
- City Hall – Bachmann quote follow-up.
- Walmart – No updates since returning the mass number of questionnaires to the various inquiries.

Engineering

-

Finance Department

- Claims
- Shutoff Tuesday
- Quarterly Payroll reports

Seward Wellness Center

- No organized practices or activities
- Closing at 5pm December 31.

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

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

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

Derek Bargmann, City Clerk

Date