



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

Tuesday, August 4, 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, August 4, 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
8-4-2026
COUNCIL MEETING

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

ADE	SU	38.00
AKRS Equipment Inc	RE	1.26
Amazon Capital Services Inc	MAT/BU/SU	3,762.38
Anthony Hartmann/Hartmann Construction	CI	230.78
Aqua-Chem Inc	SU	8,073.55
Armor Equipment	TE	95.22
ARPS	CI	9,700.50
Barzan Abdullah	MC	81.50
Bizco Technologies	IT	11,985.00
Blue River Electric LLC	BU	554.23
Brandon Koll	RI	628.72
Capital Business Systems Inc	SE	687.21
Cash-Wa Distributing Co	SU	858.66
City Seward Electric Fund	UT	69,551.23
City Seward Library Petty Cash	PF	103.00
Commonwealth Electric Co	RE	2,107.31
Core & Main LP	OP	848.71
Dane Jacobsen	EX	250.00
Eakes Office Solution	SU	1,188.67
ECES Inc/Campbell Cleaning	SE	1,200.00
Faller Landscape	SU	1,881.00
Gerhold Concrete Co Inc	CI	4,118.74
Grainger	RE	9.81
Great Plains Appraisal	SE	3,600.00
Hach Company	RE	729.95
Helmink Printing	SU	550.00
Hoffschneider Law PC LLO	SE	5,000.00
Husker Electric Supply Co	SU	192.96
Hydraulic Equipment Service	RE	965.00
JEO Consulting Group Inc	CI	42,537.33
Johnson Bros of NE	SU	250.85
K & Z Distributing	SU	214.00

Karpisek's Market LLC	SU	106.74
Kent Chelewski	RI	31.00
Lee's Refrigeration	BU	17,360.48
Malachi Limback	EX	250.00
McMaster-Carr Supply Co	RE	403.59
Memorial Health Care Systems	MC	3,039.33
Menards	BU	104.11
Midwest Turf & Irrigation	SU	102.04
Nebraska DAS Acct OCIO	SE	231.00
Nebraska Golf & Turf	RE	764.00
Nebraska Golf Association	MS	30.00
Nebraska Public Health Env Lab	TE	333.00
Norris Public Power District	UT	1,259.25
Olsson	CI	11,407.32
O'Reilly Automotive Inc	SU/RE	176.73
Overhead Door Co Lincoln	BU	2,880.00
Point C	INS	1,466.85
Quality Brands of Lincoln	SU	1,426.83
Quill Corp	SU	26.33
Railroad Management/BNSF	AF	1,686.48
Richard Burton/Arrow Architecture	SE	420.00
Rose Equipment Inc	SU	480.00
Sam's Club	SU	206.08
Schemmer Architects Engineers	CI	51,013.26
Seward County Chamber & Development	RI	231.95
Seward County Clerk/Reg Deeds	SE	66.00
Seward County Independent	PU	329.40
Short Elliott Hendrickson Inc	CI	1,986.01
Sports Express	UN	191.30
State Distributing Co	SU	600.73
Tim Hobson/Hobson Automotive	RE	69.71
Transunion Risk & Alternative	MC	100.00
Trimax Mowing Systems	RE	444.78
Uribe Refuse Services Inc	SE	2,427.40
Van Diest Supply Co	SU	1,933.25
Verizon	UT	281.64
Visa		20,824.19
Peppermill	TR	-240.00
SMTP2GO	IT	75.00
PINS FAST	SU	582.00
RS Group	RE	53.77
Prime Video	MC	17.15
Amazon.com	SU	3,674.49
Walmart	SU	2,302.13

Sam's Club	SU	1,998.17	
GB Shields	EQ	134.95	
Emergency Solutions	IT	151.31	
Ink Alley	OP	1,434.47	
NSVFA	MS	1,029.60	
AT&T	UT	81.08	
Sports Express	SU	1,879.37	
Rixstine Recognition	MC	577.86	
Snap On Tools	MC	217.07	
Taylors Tins	EQ	120.00	
Professional Cleaning Equip	RE	480.00	
WasteCorp Pump System	RE	880.56	
NWEA	MS	360.00	
Kore Essentials	SU	119.98	
Laundry Land	SU/SE	105.16	
Belnick	EQ	1,434.94	
Humanities NE	EX	200.00	
Valentino's	ML	149.23	
Runza	ML	257.86	
Constant Contact	MC	31.00	
ForeUP	IT	725.63	
USPS	PU	20.96	
American Planning Association	MS	480.00	
Hulu	MS	107.48	
Adobe	IT	26.48	
Spotify	MC	13.96	
Swimoutlet.com	SU/EQ	964.69	
Zoomshift	IT	91.43	
Appliance Medic	RE	145.00	
Menards	BU	85.75	
JL Matthews Co	SU	21.83	
Tracfone	IT	33.83	
Wesco Distribution Inc	INV/SU	66,231.62	
White Cap LP	CI	527.08	
Zimco Supply Co	SU	1,426.00	
	TOTAL	\$364,871.05	

WALMART	AMAZON	SAM'S CLUB
223.49	52.63	27.86
129	26.64	91.27
59.23	23.99	628.47
8.98	43.99	187.16
33.94	365.98	241.71
41.85	44.95	443.44
79	1065.03	263
20.7	101.76	33.08
185.38	689.7	82.18
139.59	180.48	
77.3	220.42	
73.85	15.86	
98.16	180	
97.01	171.96	
176	155.9	
37.17	55	
39.9	191.2	
25.99	89	
51.92		
87.45		
41.67		
132.3		
160.24		
37.32		
123.01		
43.23		
31.38		
47.07		
2302.13	3674.49	1998.17
2,302.13	3,674.49	1,998.17

2. Draft Minutes of July 21, 2026, City Council Meeting

July 21, 2026

The Seward City Council met at 7:00 p.m. on Tuesday, July 21, 2026, 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. Councilmembers absent: Rich Wergin. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Building/Zoning & Code Enf. Director Tim Dworak, and Police Sergeant Russ Frazey.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Reports
4. Police Department Report
5. Draft Minutes of July 7, 2026, City Council Meeting

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

Nay: None. Absent: Wergin. Motion carried.

PUBLIC HEARINGS

1. TAX INCREMENT FINANCING (TIF) APPLICATION BY PLEX HOMES

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

TIF Attorney Andrew Willis (Cline Williams) presented the application from Plex Homes for a proposed site on a vacant lot on the southwest corner of 9th Street and Lincoln Street. The proposed project would be for infill development to construct multi-unit apartments, eight units total. He noted the project would include approximately \$131k of TIF financing for site acquisition, land preparation, and site development. If approved, the project would be completed Fall 2027. He noted that the Planning Commission and Community Redevelopment Authority (CRA) had previously reviewed and recommended this project be brought forward to Council. The public hearing was opened at 7:08 p.m. With no public comment received, it was closed at 7:08 p.m.

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

Councilmember Miller queried about project funding. Callin Ledall, applicant, noted that Cattle Bank would be primary financier of the project. It was also noted Cattle Bank will handle the TIF loan note.

Councilmember Stryson introduced **Resolution No. 2026-14**, to approve the redevelopment plan amendment and to adopt a cost benefit analysis for the Plex Homes Project as presented. Councilmember Francescato moved, seconded by Councilmember Kahler, to approve the resolution as presented.

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

Nay: None. Absent: Wergin. 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. 2026-15**, to approve the redevelopment plan agreement for the Plex Homes Project as presented. Councilmember Tonniges moved, seconded by Councilmember Francescato, to approve the resolution as presented.

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

Nay: None. Absent: Wergin. Motion carried.

ADMINISTRATIVE ITEMS

2. CONSIDERATION OF THE SEWARD COUNTY E911 INTERLOCAL BUDGET FOR FISCAL YEAR 2026-2027

Seward County E911 Director Maria Scamehorn presented the proposed budget for fiscal year 2026-2027 to which the City funds one-third. She noted the budget was proposed to increase approximately 11% over last year with the biggest

July 21, 2026

increases found in communication equipment rental, staff salaries, and staff benefits. She noted the communication equipment rental was previously funded through a legacy fund which is no longer possible as the fund has been depleted. The County and City of Milford will review and fund the remaining portion of the proposed budget.

Councilmember Singleton moved, seconded by Councilmember Kolterman, to approve the proposed Seward County E911 budget for fiscal year 2026-2027 as presented.

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

Nay: None. Absent: Wergin. Motion carried.

1. CONSIDERATION OF A PRELIMINARY PLAT OF BLUFF COUNTRY ESTATES

Building/Zoning & Code Enf. Director Dworak described the proposed project as 13-lot development located on 238th and Bluff Road, which is located in the extra-territorial jurisdiction (ETJ). He noted there was not a request for extension of City services or infrastructure to the development site. It was noted this item was previously tabled to allow for more extensive testing and study of the water table in the area, which was a concern of neighbors. Ultimately, the Planning Commission was presented with updated water study information and recommended the project to Council by a vote of 8-1.

Rod Lyon, developer (2440 Bluff Road), indicated the objective of the project was to develop a site for rural housing. He noted the proposed project would include private road construction and electricity provided to each site. Additionally, he would establish a covenant of cohesive home standards for those developing each lot. He understood the concerns of water availability and inconsistencies east of Seward, but tests and studies have proved adequate water supply in the area in his opinion. He also believes the traffic impacts from the new development will be minimal.

Jamie McAndrew, Scheele Kayton Custom Homes, indicated that based on the water study data, the Upper Big Blue NRD indicated they would approve a 200-gallon/minute pivot system on site. This pivot system is more than the proposed maximum need of water if all thirteen homes were running their water at the same time. As such, he contended there were no concerns about water availability on site or for neighboring properties.

Jamie Riley, 2411 Bluff Road, believes the updated water study data was incomplete and expressed concerns over long-term availability. He wondered if water availability were to fail due to this development, what contingency would they have other than costly options they would have to bear. He also pondered if the City could extend services to the new development since other projects in the area were in the planning stage.

Councilmember Stryson reviewed the 2018 comprehensive plan and noted a lack of information about developments near the proposed site. He suggested possible delay in a decision until a discussion about development in this area could happen. Mayor Eickmeier noted the difficulty in extending infrastructure to the ETJ - particularly in noncontiguous areas - because all landowners must be willing and the cost is high for potential limited revenues. Councilmember Francescato opined the information from the water study seemed sufficient and he would be supportive of approval. Councilmember Singleton expressed concern about impacts on water availability and well inconsistency for neighbors. Councilmember Miller noted the Council could only act upon what is known and felt sufficient information was provided.

Councilmember Kolterman moved, seconded by Councilmember Francescato, to approve a preliminary plat of Bluff Country Estates.

Aye: Francescato, Kahler, Kolterman, Miller, Tonniges.

Nay: Singleton, Stryson. Absent: Wergin. Motion carried.

3. CONSIDERATION OF A CHANGE ORDER IN THE AMOUNT OF \$4,778.00 TO THE CONSTRUCTION CONTRACT WITH MAGUIRE IRON FOR THE 500,000-GALLON DOWNTOWN WATER TOWER PROJECT

City Engineer Oneby noted the change order addressed conduits provided on site for underground infrastructure.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a change order to the construction contract with Maguire Iron for the 500,000-Gallon Downtown Water Tower Project as presented.

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

Nay: None. Absent: Wergin. Motion carried.

4. CONSIDERATION OF AN ORDINANCE TO REVISE CITY CODE 213-3.2, ADDING APPEAL PROCESS TO DENIAL OF PERMIT FOR CERTAIN ANIMALS

City Administrator Butcher noted that recently an appeal to the denial for exotic animal permit had been presented to Council. Within consideration of the appeal, it was determined a more defined process should be adopted to City code.

Councilmember Tonniges introduced Ordinance No. 2026-10. Councilmember Kolterman moved, seconded by Councilmember Francescato, to dispense with the statutory rule.

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

Nay: None. Absent: Wergin. Motion carried.

July 21, 2026

Councilmember Francescato moved, seconded by Councilmember Kahler, 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. 2026-10, AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 213 OF THE SEWARD MUNICIPAL CODE RELATING TO EXOTIC ANIMAL APPEALS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.**

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

Nay: None. Absent: Wergin. Motion carried.

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

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

Nay: None. Absent: Wergin. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Stryson moved, seconded by Councilmember Tonniges, that the City Administrator's report of July 21, 2026, be accepted.

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

Nay: None. Absent: Wergin. Motion carried.

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS

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

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

Nay: None. Absent: Wergin. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 8:30 p.m. for the protection of public interest and to discuss real estate interests.

At 8:55 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Francescato, that July 21, 2026, City Council Meeting be adjourned.

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

Nay: None. Absent: Wergin. Motion carried.

Adjourned approximately 8:56 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

3. Mayor Appointments to Boards and Commissions:
 - A. Re-Appoint Dan Ellis, Ron Jackson, and Ron Niemoth to the Planning Commission for a 3-Year Term
 - B. Re-Appoint Lynn Brumm and Jeff Volzke to the Cemetery Board for a 3-Year Term
 - C. Re-Appoint Gregg Einspahr to the Tree Board for a 3-Year Term
 - D. Re-Appoint Mark Suhr and Sandy Wright to the Civic Center Commission for a 3-Year Term

PUBLIC HEARINGS

1. Public Hearing — 7:00 PM — Consideration of a House Moving Permit at 875 S Columbia Ave - Building/Zoning & Code Enf. Director Dworak

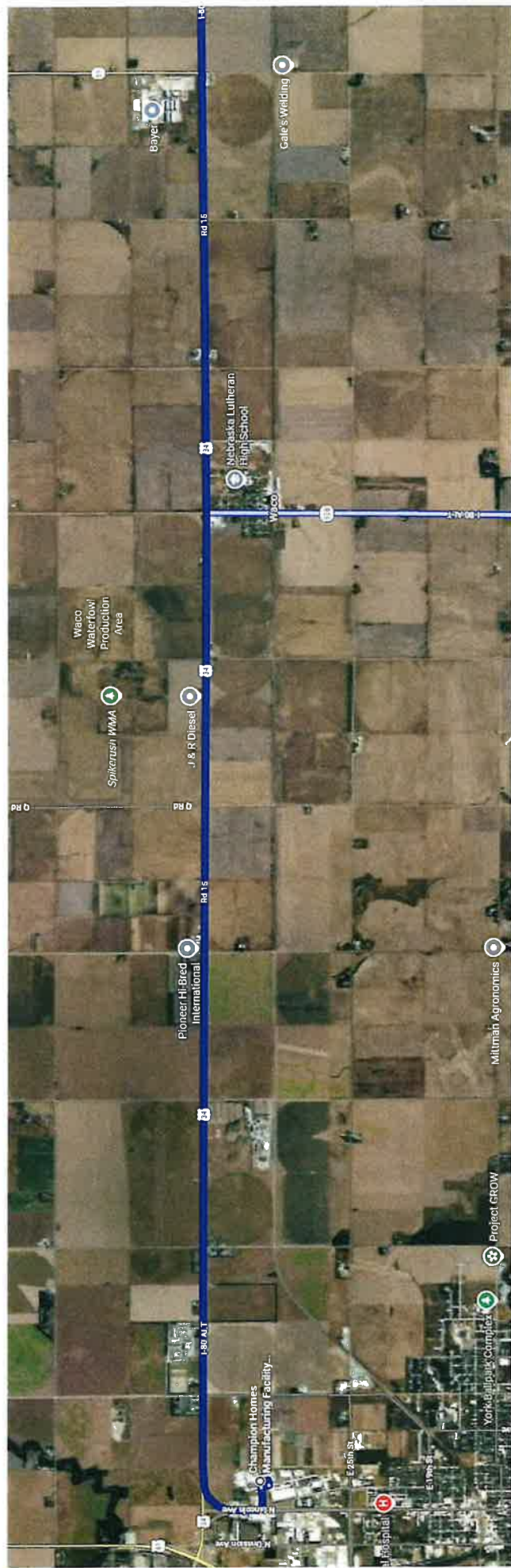
CITY OF SEWARD
HOUSE MOVING PERMIT APPLICATION

PAID

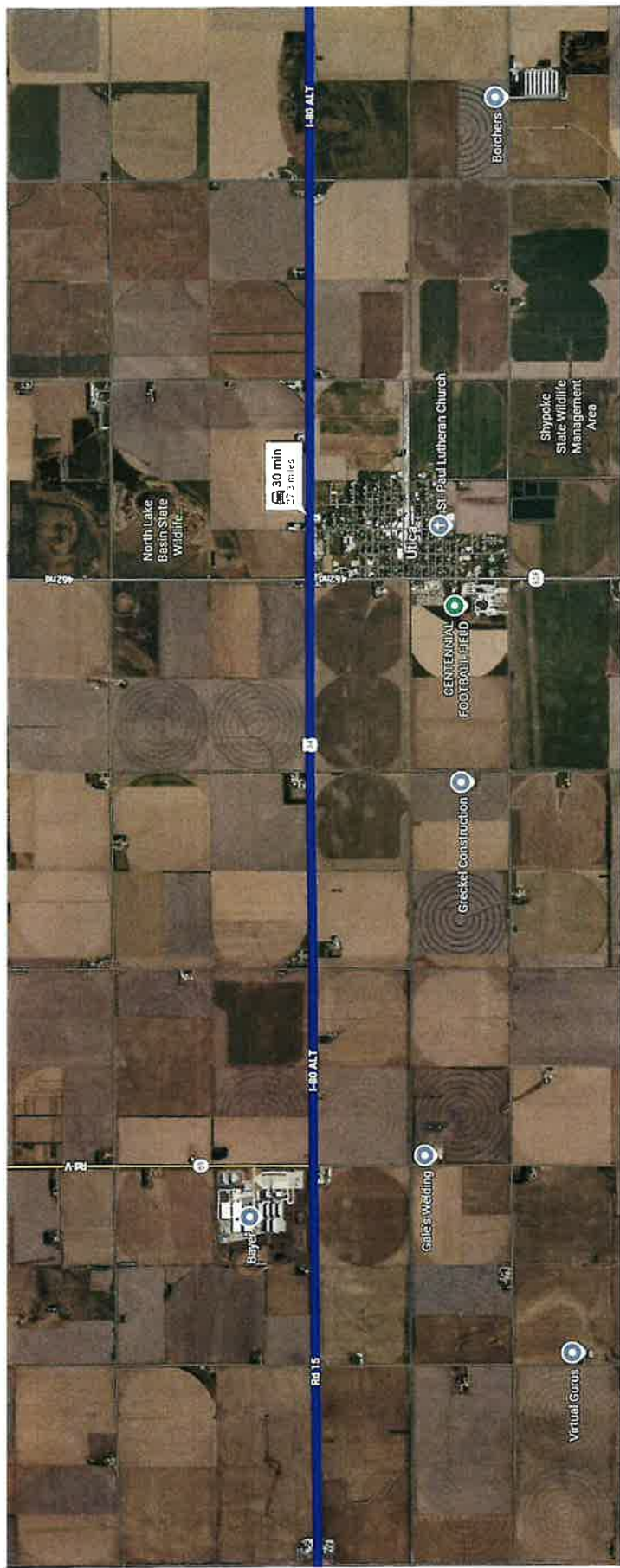
Cash 7-22-26

Moved From Address: 3200 Enterprise Ave York, NE 68467						Permit No. B26-164	
Legal	Lot No.	Block	Addition			Email	
1.	Owner: Don Pekarek		Address: 300 Elk Creek Rd, Malcolm NE			Phone (402) 937-2977	
2.	Contractor: Champion Homes		Address: 3200 Enterprises Ave York, NE 68467			Phone (402) 429-0620	
3.	Moved To: 875 S. Columbia Ave			Address			
4.	Moving Date: After August 4, 2026			Moving Height When Loaded : 15'			
5	Describe Work	Residential	401	Garage		Commercial	
Show or Describe Moving Route: Take Highway 34 from York East to S Columbia Avenue in Seward. Head South on South Columbia to the location. 13' wide by 48' long.				NOTICE			
				All work shall be done in accordance with Chapter 225 of the Seward Municipal Code. I am the owner of record of the above property, or have entered a contract with the owner of record, to demolish the above building/s. I assume complete responsibility for any and all liability arising from the demolition of the above building/s and I understand that I, as the owner or his agent, must insure the following is completed: 1. Sewer and water lines must be abandoned at the main and inspected before a demolition permit will be issued. A deposit of \$500.00 is required from the applicant to ensure that the water service is disconnected from the water main, and that the sewer line is capped from the main at the property line. 2. Electric and gas companies must be contacted and services must be disconnected before commencing any demolition work. 3. State and/or federal agencies must be contacted regarding any asbestos removal and all Inspection and abatement reports must be submitted to the City. 4. Barricades must be provided and maintained around the location until the structure is completely demolished. Should the demolition of the structure/s include the removal and filling of a basement, and the job is not completed during daylight hours, barricades shall be maintained until the hole is cleared of all debris and completely filled with clean fill and leveled. 5. If during the course of demolition any damage is done to city sidewalks, alleys, streets or utilities, such damage shall be repaired at the contractors expense. 6. Streets and alleys that might be barricaded during the actual demolition will be cleared of debris and opened to normal traffic when work is completed each day.			
Special Approvals		Required	Received	Not Required			
Sewer Abandonment		☐	☐	☒			
Water Abandonment		☐	☐	☒			
Ownership Verified		☒	☒	☐			
Proof of Insurance		☒	☒	☐			
Bond Required		☒	☐	☐			
Gas							
Permit Fee				\$ 50.00			
Utility Disconnect & Foundation Deposit				\$ 5,000.00			
Total		Permit		50.00			
Application Accepted By <i>dworak</i>			Date <i>7-22-26</i>		Signature of Owner _____ (Date)		
Approved By City Council			Date		Permit Validation CK. MO. Cash		
Final			Date				

When properly validated (in this space), this is your permit

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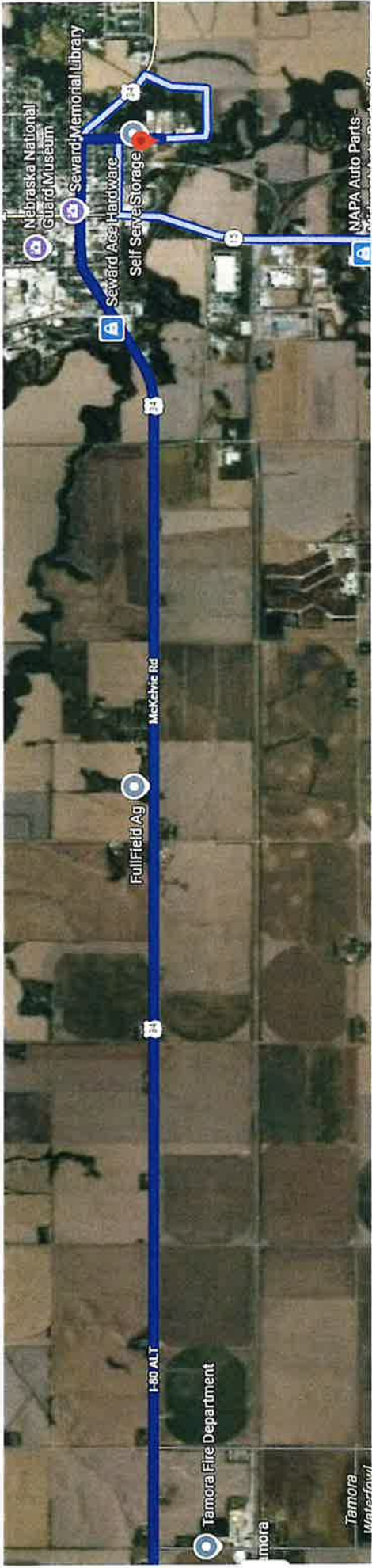
581



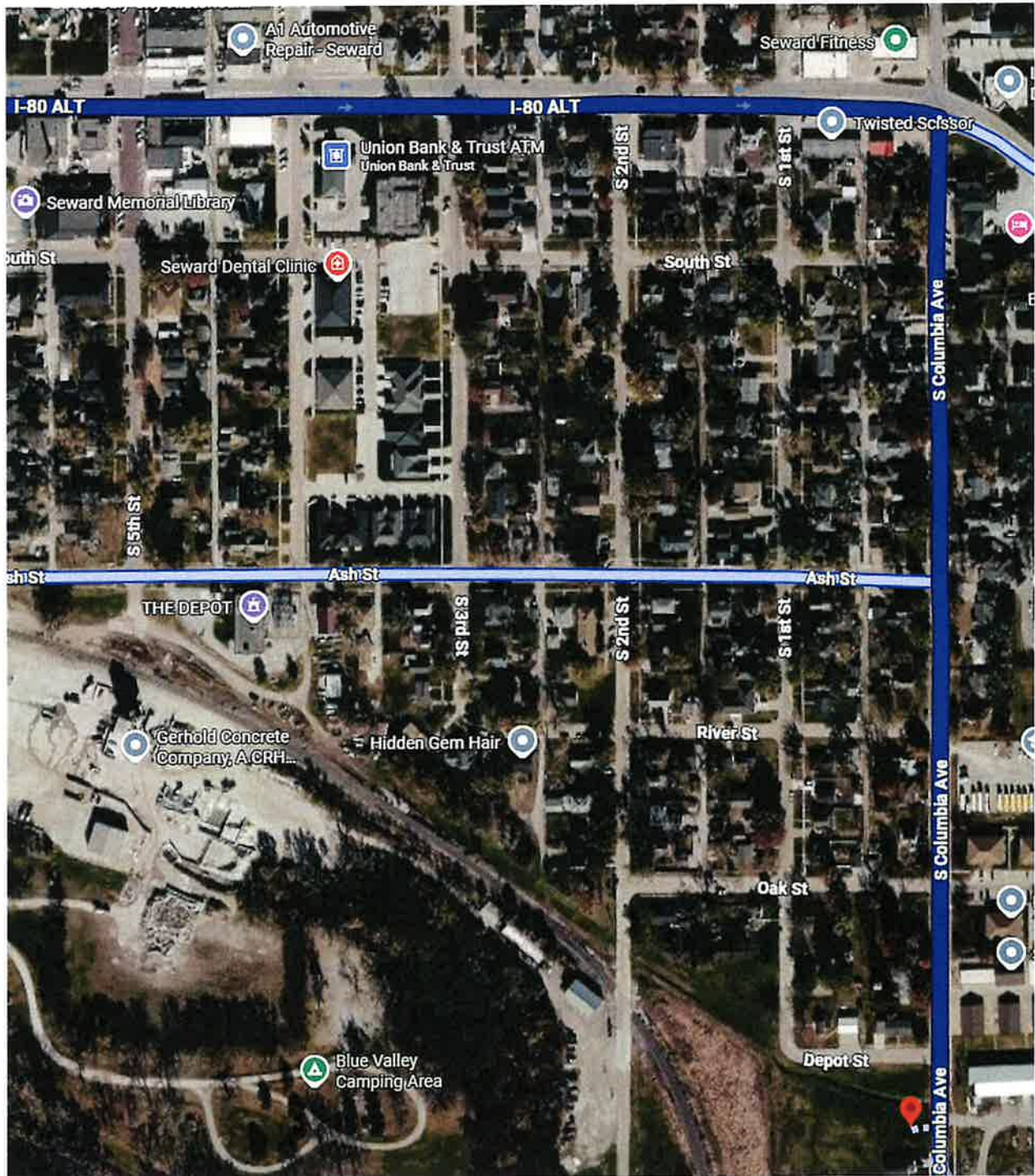
N↑



NS



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SPS
8/2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2026

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

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

PRODUCER Insuramax, LLC 805 N. Whittington Pkwy. STE 150 Louisville KY 40222	CONTACT NAME: Debbie Ford
	PHONE (A/C, No, Ext): 502-459-4087 FAX (A/C, No): 502-459-2615
INSURED Bennett Truck Transport LLC 1001 Industrial Parkway McDonough, GA 30253	E-MAIL ADDRESS: debbief@insuramax.com
	INSURER(S) AFFORDING COVERAGE
License#: 400061 BENNINT-01	INSURER A: Indian Harbor Insurance Company NAIC # 36940
	INSURER B: FMCSA Qualified Self Insured
	INSURER C: AIU Insurance Company 19399
	INSURER D: Lexington Insurance Company 19437
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1127110851**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		ESG006209103	11/5/2025	11/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ MCS-90		MC285766	11/5/2025	11/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Trailer Interchange \$ 65,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N ☐ A	WC062790934	11/5/2025	11/5/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Motor Carrier Cargo		21480775	7/1/2026	7/1/2028	Cargo \$100,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Seward
537 Main St
Seward NE 68434

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07-23-2026

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

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

PRODUCER Affordable Home Services A Division of Hull & Co., LLC 5506 W. Friendly Ave., Suite 200 Greensboro NC 27410	CONTACT NAME:	
	PHONE (A/C, No, Ext): 336-856-1555 FAX (A/C, No): 336-856-1576 E-MAIL ADDRESS:	
INSURED Cityside, LLC dba Hillcrest Homes 608 N. Grant Avenue York NE 68467	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Republic Vanguard Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:		RVA1059152	06/03/2026	06/03/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Seward
537 Main St
Seward, NE 68434

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

AUTHORIZED REPRESENTATIVE

BOND
NEBRASKA MOTOR VEHICLE, TRAILER, WHOLESALE, OR MOTORCYCLE DEALER

KNOW ALL MEN BY THESE PRESENTS:

That we Cityside LLC DBA: Hillcrest Homes
of the County of York, Nebraska, as Principal, and Auto-Owners Insurance Company,
a corporation, created, organized and existing under and by virtue of the laws of
the State of Michigan, and duly licensed and authorized to transact a surety business in the State of Nebraska, as
Surety, are held and firmly bound unto the State of Nebraska, for the use and benefit of interested persons, both resident and nonresident,
under the Nebraska Motor Vehicle Industry Licensing Act in the total aggregate sum of Fifty Thousand and No/100 Dollars (\$50,000.00)
for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the said Cityside LLC DBA: Hillcrest Homes has made
application to the Nebraska Motor Vehicle Industry Licensing Board for a license of a motor vehicle, trailer, wholesale, or motorcycle dealer in
accordance with Neb. Rev. Stat. 60-1401 et seq., as amended to date, has paid or deposited all fees in connection therewith, and is required by the
provisions of the Nebraska Motor Vehicle Industry Licensing Act to furnish a corporate surety bond on the terms and conditions of said Act.

NOW, THEREFORE, upon such license being issued to the said Principal hereinabove named (1) shall faithfully perform all of the terms and conditions
of said license, (2) shall fully indemnify any person or other dealer by reason of any loss suffered because of (a) the substitution of any motor vehicle
or trailer other than the one selected by the purchaser, (b) the licensee's failure to deliver to the purchaser a clear and marketable title, (c) the licensee's
misappropriation of any funds belonging to the purchaser, (d) any alteration on the part of the licensee so as to deceive the purchaser as to the year
model of any motor vehicle or trailer, and (e) any false and fraudulent representations or deceitful practices whatever in representing any motor vehicle
or trailer, and (3) if the licensee shall well, truly and faithfully comply with all provisions of his license and the acts of the Legislature relating thereto,
then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

THIS BOND IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. That any person who sustains an injury covered by this bond may, in addition to any other remedy he may have, bring an action in his own
name upon this bond for the recovery of any damages sustained by him, which damages may include reasonable attorney fees to be awarded by a court
of competent jurisdiction.
2. That the aggregate liability of the Surety shall in no event exceed the penalty of said bond.
3. That the Surety may cancel this bond and be relieved of further liability hereunder by delivering sixty days written notice to the Principal
and the Nebraska Motor Vehicle Industry Licensing Board stating its desire to be relieved of liability on said bond and its reasons therefor.
4. That the rights of the Principal under such license, as is supported by said bond, shall be terminated and cancelled on the date specified,
unless supported by other sufficient bond, or bonds, and the Surety shall be relieved of liability; however, such cancellation shall not affect any liability
incurred or accrued hereunder prior to the termination of said period and during the term of the bond.
5. That in no event will the Surety be relieved of liability on said bond until it shall have paid and discharged in full all liability upon said
bond, for any default of the Principal accruing during the life of said bond.
6. That in the event the Principal and the Surety under this bond, or either of them, is served with notice of any action commenced against
said Principal or against the Surety under the bond, said Principal and Surety shall respectively and immediately give written notice of the
commencement of such action to the State of Nebraska at the office of the Nebraska Motor Vehicle Industry Licensing Board in Lincoln, Nebraska.

This bond shall be effective for the license year ending December 31, 2026.

Signed and sealed this 27 day of August, 2025

Auto-Owners Insurance Company

PRINTED Name of Corporation or Association (Surety)

By Barb O'Keefe
SIGNATURE of Attorney In Fact

Barb O'Keefe

PRINTED Name of Attorney In Fact

Karen S Wunderlich
SIGNATURE of Nebraska Registered Agent

Karen Wunderlich

PRINTED Name of Nebraska Registered Agent

11326 Q Street, Omaha, NE 68137

PRINTED Address of Agent

Cityside LLC DBA: Hillcrest Homes

PRINTED Name of Dealership

SIGNATURE of Principal(s)

PRINTED Name of Principal(s)



ADMINISTRATIVE ITEMS

1. Consideration of an Ordinance to Amend City Code Chapter 248, Article II: Fireworks -
Chief of Police Peters

AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 248 OF THE SEWARD MUNICIPAL CODE RELATING TO FIREWORKS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That 248, Article II of the Municipal Code of the City of Seward is hereby amended as follows:

248-2.1. Definitions.

CONSUMER FIREWORKS —

- A. Any device ~~of the following devices~~ that meets the requirements set forth in 16 CFR Parts 1500 and 1507, as such regulations existed on January 1, ~~2010~~2021, and ~~are is~~ tested and approved by a nationally recognized testing facility or by the State Fire Marshal:
- ~~(1) Any small firework device designed to produce visible effects by combustion and which is required to comply with the construction, chemical composition, and labeling regulations of the United States Consumer Product Safety Commission set forth in 16 CFR, as such regulations existed on January 1, 2010;~~
 - ~~(2) Any small device designed to produce audible effects, such as a whistling device;~~
 - ~~(3) Any ground device or firecracker containing 50 milligrams or less of explosive composition; or~~
 - ~~(4) Any aerial device containing 130 milligrams or less of explosive composition.~~
- B. 1.4G explosives, also known as Class C explosives fireworks or by United Nations shipping classification number UN0336, means any items as classified by the United States Department of Transportation in Title 49 of the Code of Federal Regulations, as such regulations existed on January 1, 2021. These shall be considered consumer fireworks.
- C. "Consumer fireworks" does not include:
- ~~(1) Rockets that are mounted on a stick or wire and project into the air when ignited, with or without report;~~
 - ~~(1) Wire sparklers, except that silver and gold sparklers are deemed to be consumer fireworks until January 1, 2014;~~
 - ~~(2) Nighttime parachutes;~~
 - ~~(3) Fireworks that are shot into the air and after coming to the ground cause automatic ignition due to sufficient temperature;~~
 - ~~(4) Firecrackers that contain more than 50 milligrams of explosive composition; and~~
 - ~~(2) Fireworks that have been tested by the State Fire Marshal as a response to complaints and have been deemed to be unsafe.~~

DISPLAY FIREWORKS — Those materials manufactured exclusively for use in public exhibitions or displays of fireworks designed to produce visible or audible effects by combustion, deflagration, or detonation. Display fireworks are further defined in Neb. RS 28-1241.

FIREWORKS — Any composition or device designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation and which meets the definition of "consumer fireworks" or "special fireworks" set forth by the United States Department of Transportation in Title 49 of the Code of Federal Regulations.

FIREWORK STANDS — A firework stand is a small, temporary, or portable structure used for the retail sale of consumer fireworks. It typically consists of a booth, fire-retardant tent, trailer, or kiosk.

248-2.3. Sky rockets and bottle rockets.

Sky rockets, bottle rockets or any other form of fireworks are labeled as a 1.4G product and are permissible for sale and discharge. ~~composed of a case containing a combustible material, fastened to a guiding stick, which is designed and manufactured to be projected through the air by the reaction resulting from the rearward discharge of gases liberated by combustion shall not be lawful fireworks within the City, notwithstanding any action by the State Fire Marshal to the contrary, and it shall be unlawful for any person to sell at retail or otherwise barter, exchange, or offer for sale at retail, give away, or have in his or its possession, discharge, explode or use or bring into the City any said fireworks.~~

248-2.5. Discharge restrictions.

- A. It shall be unlawful for any person to discharge, fire, launch or throw any fireworks or any object which is lighted to explode or which explodes upon contact with another object:
- (1) From or onto any motor vehicle.
 - (2) Onto any street, highway or sidewalk.
 - (3) During any pyrotechnics display authorized by special permit under the ordinances of the municipality and when the special permit authorized the display to be held at the Seward City Park. No lawfully permitted firework shall be exploded in the City Park during the time of said pyrotechnics display except by personnel authorized by said special permit.
 - (4) At or near any persons.
 - (5) Into or upon any building.
 - (6) Into or at any group of persons.
 - (7) In or upon the premises of another person.
 - (8) Within ~~200~~ 300 feet of any fireworks stand.

248-2.6. Vendor regulations.

- A. Each vendor of fireworks within the City of Seward, in addition to obtaining the appropriate license from the State Fire Marshal, shall secure a license from the City by filing an application with the City Clerk upon forms supplied by the City. Upon the determination to grant the license by the City Clerk, the City Clerk shall collect the appropriate occupation tax and issue said license. Any license so issued may be revoked at any time by the governing body upon proper notice and hearing, if a hearing is requested by the licensee.
- B. Each fireworks stand must meet the following requirements:
- (1) No stand shall be placed within 50 feet of motor fuel dispensers, retail propane dispensers, or aboveground tanks for flammable or combustible liquids, gases, or liquefied gases ~~gasoline storage pumps.~~
 - (2) No stand shall be placed within ~~10~~ 20 feet of another building.
 - (3) No stand shall be placed on a public right-of-way or on public property.
 - (4) "No Smoking" and 'No Fireworks Discharge Within 300 Feet' signs shall be posted.
 - (5) Each stand greater than 200 sq. ft. shall have ~~one~~ each of the following approved fire extinguishers: pressurized water type with minimum rating of 2A, and dry chemical multi-purpose with minimum rating of 4A. ~~five pound dry powder, CO2 ABC Type, or 2 ½ pound water, either the pressure type or hand pump.~~
 - (6) Fireworks shall be sold in a separate stand that is not part of a store building and must be at least 20 feet apart.

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

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

Dated this 4th day of August, 2026.

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

ARTICLE II

Fireworks

[Adopted as Ch. 6, Art. 3, §§ 6-333 through 6-336.3, of the 1976 Code]

§ 248-2.1. Definitions. [Amended 10-4-1988 by Ord. No. 22-88; 6-20-1989 by Ord. No. 21-89; 3-20-2012 by Ord. No. 16-12]

As used in this article, the following terms shall have the meanings indicated:

CONSUMER FIREWORKS —

- A. Any ~~device of the following devices~~ that meets the requirements set forth in 16 CFR Parts 1500 and 1507, as such regulations existed on January 1, ~~2010~~2021, and ~~are~~is tested and approved by a nationally recognized testing facility or by the State Fire Marshal:
- (1) ~~Any small firework device designed to produce visible effects by combustion and which is required to comply with the construction, chemical composition, and labeling regulations of the United States Consumer Product Safety Commission set forth in 16 CFR, as such regulations existed on January 1, 2010;~~
 - (2) ~~Any small device designed to produce audible effects, such as a whistling device;~~
 - (3) ~~Any ground device or firecracker containing 50 milligrams or less of explosive composition; or~~
 - (4) ~~Any aerial device containing 130 milligrams or less of explosive composition.~~
- B. 1.4G explosives, also known as Class C explosives—fireworks or by United Nations shipping classification number UN0336, means any items as classified by the United States Department of Transportation in Title 49 of the Code of Federal Regulations, as such regulations existed on January 1, 2021. These shall be considered consumer fireworks.
- C. "Consumer fireworks" does not include:
- (1) ~~Rockets that are mounted on a stick or wire and project into the air when ignited, with or without report;~~
 - ~~(2)~~(1) Wire sparklers, ~~except that silver and gold sparklers are deemed to be consumer fireworks until January 1, 2014;~~
 - (3) ~~Nighttime parachutes;~~
 - (4) ~~Fireworks that are shot into the air and after coming to the ground cause automatic ignition due to sufficient temperature;~~
 - (5) ~~Firecrackers that contain more than 50 milligrams of explosive composition; and~~
 - ~~(6)~~(2) Fireworks that have been tested by the State Fire Marshal as a response to complaints and have been deemed to be unsafe.

DISPLAY FIREWORKS — Those materials manufactured exclusively for use in public exhibitions or displays of fireworks designed to produce visible or audible effects by combustion, deflagration, or detonation. Display fireworks are further defined in Neb. RS 28-1241.

FIREWORKS — Any composition or device designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation and which meets the definition of "consumer fireworks" or "special fireworks" set forth by the United States Department of Transportation in Title 49 of the Code of Federal Regulations.

FIREWORK STANDS — A firework stand is a small, temporary, or portable structure used for the retail sale of consumer fireworks. It typically consists of a booth, fire-retardant tent, trailer, or kiosk.

§ 248-2.2. Restrictions and exceptions. [Amended 10-4-1988 by Ord. No. 22-88; 6-20-1989 by Ord. No. 21-89; 3-20-2012 by Ord. No. 16-12]

- A. Except as provided in Subsection B, it shall be unlawful for any person to possess, sell, offer for sale, bring into this state, or discharge any fireworks other than consumer fireworks. (Neb. RS 28-1244)
- B. Subsection A shall not apply to:
 - (1) Any display fireworks purchased from a licensed distributor; or
 - (2) Any display fireworks purchased by the holder of a display permit issued pursuant to Neb. RS 28-1239.01; or
 - (3) Any fireworks brought into this state for storage by a licensed distributor and held for sale outside of this state; or
 - (4) Any fireworks furnished for agricultural purposes pursuant to written authorization from the State Fire Marshal to any holder of a distributor's license; or
 - (5) Toy cap pistols or toy caps, each of which does not contain more than 0.25 of a grain of explosive material.

(Neb. RS 17-556, 28-1241, 28-1244, 28-1245, 28-1247, 1943, 28-1245)

§ 248-2.3. Sky rockets and bottle rockets.

Sky rockets, bottle rockets or any other form of fireworks are labeled as a 1.4G product and are permissible for sale and discharge. ~~composed of a case containing a combustible material, fastened to a guiding stick, which is designed and manufactured to be projected through the air by the reaction resulting from the rearward discharge of gases liberated by combustion shall not be lawful fireworks within the City, notwithstanding any action by the State Fire Marshal to the contrary, and it shall be unlawful for any person to sell at retail or otherwise barter, exchange, or offer for sale at retail, give away, or have in his or its possession, discharge, explode or use or bring into the City any said fireworks.~~

§ 248-2.4. Dates and hours of sale. [Amended 2-7-1989 by Ord. No. 4-89; 11-2-1999 by Ord. No. 51-99; 9-7-2004 by Ord. No. 21-04; 3-20-2012 by Ord. No. 17-12; 9-21-2021 by Ord. No. 2021-23]

Conditioned upon payment of the occupation tax required to be paid by Chapter 350, Article II, § 350-2.1, of the Seward Municipal Code, consumer fireworks permitted within the municipality may be sold at retail between June 28 through July 5 and December 28 through December 31 each year during the following times:

- A. June 28 through July 3: 8:00 a.m. to 11:00 p.m.
- B. July 4: 8:00 a.m. to 12:00 midnight.
(Neb. RS 28-1249)
- C. December 28 through December 31: 8:00 a.m. to 11:00 p.m.

§ 248-2.5. Discharge restrictions. [Amended 11-2-1999 by Ord. No. 51-99; 4-3-2001 by Ord. No. 10-01; 9-7-2004 by Ord. No. 21-04; 9-21-2021 by Ord. No. 2021-23]

- A. It shall be unlawful for any person to discharge, fire, launch or throw any fireworks or any object

which is lighted to explode or which explodes upon contact with another object:

- (1) From or onto any motor vehicle.
 - (2) Onto any street, highway or sidewalk.
 - (3) During any pyrotechnics display authorized by special permit under the ordinances of the municipality and when the special permit authorized the display to be held at the Seward City Park. No lawfully permitted firework shall be exploded in the City Park during the time of said pyrotechnics display except by personnel authorized by said special permit.
 - (4) At or near any persons.
 - (5) Into or upon any building.
 - (6) Into or at any group of persons.
 - (7) In or upon the premises of another person.
 - (8) Within ~~200~~300 feet of any fireworks stand.
- B. The discharge or exploding of fireworks within the municipality shall be permitted only on the following dates and during the following hours:
- (1) June 28 through July 3: 10:00 a.m. to 11:00 p.m.;
 - (2) July 4: 8:00 a.m. to 12:00 midnight;
 - (3) December 31: 8:00 p.m. to 12:00 midnight;
 - (4) January 1: 12:00 midnight to 1:00 a.m.; or
 - (5) Between the hours of 8:00 a.m. and 11:00 p.m. on any date for purposes of a public exhibition or display of display fireworks after procuring a permit from the Nebraska State Fire Marshal and City of Seward.
- C. The discharge and exploding of fireworks within the municipality on any dates or at times other than set out in this section shall be unlawful.

§ 248-2.6. Vendor regulations. [Added 3-20-2001 by Ord. No. 5-01; amended 6-18-2019 by Ord. No. 2019-18]

- A. Each vendor of fireworks within the City of Seward, in addition to obtaining the appropriate license from the State Fire Marshal, shall secure a license from the City by filing an application with the City Clerk upon forms supplied by the City. Upon the determination to grant the license by the City Clerk, the City Clerk shall collect the appropriate occupation tax and issue said license. Any license so issued may be revoked at any time by the governing body upon proper notice and hearing, if a hearing is requested by the licensee.
- B. Each fireworks stand must meet the following requirements:
- (1) No stand shall be placed within ~~75~~50 feet of motor fuel dispensers, retail propane dispensers, or aboveground tanks for flammable or combustible liquids, gases, or liquefied gases. gasoline storage or pumps.
 - (2) No stand shall be placed within ~~10~~20 feet of another building.
 - (3) No stand shall be placed on a public right-of-way or on public property.

- (4) "No Smoking" and 'No Fireworks Discharge Within 300 Feet' signs shall be posted.
- (5) Each stand greater than 200 sq. ft. shall have ~~one each~~ of the following approved fire extinguishers: pressurized water type with minimum rating of 2A, and dry chemical multi-purpose with minimum rating of 4A. five-pound dry powder, CO² ABC Type, or 2 1/2-pound water, either the pressure type or hand pump.
- (6) Fireworks shall be sold in a separate stand that is not part of a store building and must be at least 20 feet apart.

§ 248-2.7. Discharge during parades and public events. [Added 9-4-2001 by Ord. No. 22-01]

It shall be unlawful for any person to discharge, fire, launch or throw any fireworks or any object which is lighted to explode or which explodes upon contact with another object at the following times and places:

- A. Within one block of the 4th of July parade route for the period of time commencing one hour before the time for the start of the parade and ending one-half hour after the time said parade is finished.
- B. In or into any park or onto any public property within the municipality for the period of time commencing two hours before and ending one-half hour after any public event such as, but not limited to, concerts and public fireworks displays.

§ 248-2.8. Liability insurance required for vendors. [Added 9-15-2009 by Ord. No. 14-2009]

- A. Persons or entities engaged in the seasonal sale of pyrotechnics commonly known as "fireworks" shall be required to acquire and maintain in full force and effect at all times while doing business in the City of Seward a policy of insurance, naming the City of Seward as an additional insured thereon, in the following minimum amounts:

General Liability Insurance Limits		
Each occurrence		\$1,000,000
	Damage to rented premises (each occurrence)	\$100,000
	Personal and advertising injury	\$1,000,000
	General aggregate	\$1,000,000
	Products and completed operations aggregate	\$1,000,000
	Medical expense (any 1 person)	\$5,000

- B. Prior to being issued a fireworks permit, the applicant shall provide the City of Seward an "Acord Form 25" or similar insurance industry certificate of insurance listing as an additional insured the:

City of Seward
P.O. Box 38
Seward, NE 68434

§ 248-2.9. Violations and penalties. [Added 4-3-2018 by Ord. No. 2018-10]

Any person who violates the prohibitions or provisions of this article shall be deemed guilty of a violation. The penalty for such violation shall be an amount not to exceed \$500 for any one offense, recoverable with costs, and in default of said payment the offender shall stand committed to the County Jail until such fine and costs are paid. Each period of 24 hours during or on which a violation occurs or continues shall be

deemed a separate offense.

LEGISLATURE OF NEBRASKA
ONE HUNDRED SEVENTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 152

FINAL READING

Introduced by Slama, 1; Wayne, 13.

Read first time January 08, 2021

Committee: General Affairs

- 1 A BILL FOR AN ACT relating to fireworks; to amend sections 28-1241 and
- 2 28-1243, Reissue Revised Statutes of Nebraska; to change provisions
- 3 relating to classifications of fireworks and the sale and possession
- 4 of fireworks; to adopt certain provisions of federal law; to define
- 5 and redefine terms; to harmonize provisions; to repeal the original
- 6 sections; and to declare an emergency.
- 7 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 28-1241, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 28-1241 As used in sections 28-1239.01 and 28-1241 to 28-1252,
4 unless the context otherwise requires:

5 (1) 1.3G explosives, also known as display fireworks or Class B
6 fireworks or by United Nations shipping classification number UN0335,
7 means any items classified as 1.3G explosives by the United States
8 Department of Transportation in Title 49 of the Code of Federal
9 Regulations, as such regulations existed on January 1, 2021;

10 (2) 1.4G explosives, also known as consumer fireworks or Class C
11 fireworks or by United Nations shipping classification number UN0336,
12 means any items classified as 1.4G explosives by the United States
13 Department of Transportation in Title 49 of the Code of Federal
14 Regulations, as such regulations existed on January 1, 2021;

15 (3) {1} Distributor means any person engaged in the business of
16 making sales of fireworks at wholesale in this state to any person
17 engaged in the business of making sales of fireworks either as a jobber
18 or as a retailer or both;

19 (4) {2} Jobber means any person engaged in the business of making
20 sales of fireworks at wholesale to any other person engaged in the
21 business of making sales at retail;

22 (5) {3} Retailer means any person engaged in the business of making
23 sales of fireworks at retail to consumers or to persons other than
24 distributors or jobbers;

25 (6) {4} Sale includes barter, exchange, or gift or offer therefor
26 and each such transaction made by any person, whether as principal,
27 proprietor, agent, servant, or employee;

28 (7) {5} Fireworks means any composition or device designed for the
29 purpose of producing a visible or audible effect by combustion,
30 deflagration, or detonation and which meets the definition of consumer or
31 special fireworks set forth by the United States Department of

1 Transportation in Title 49 of the Code of Federal Regulations;

2 ~~(8)(a) (6)(a)~~ Consumer fireworks means any device ~~of the following~~
3 ~~devices~~ that (i) meets ~~meet~~ the requirements set forth in 16 C.F.R. parts
4 1500 and 1507, as such regulations existed on January 1, 2021 ~~2010~~, and
5 (ii) is ~~are~~ tested and approved by a nationally recognized testing
6 facility or by the State Fire Marshal. ~~÷ (A) Any small firework device~~
7 ~~designed to produce visible effects by combustion and which is required~~
8 ~~to comply with the construction, chemical composition, and labeling~~
9 ~~regulations of the United States Consumer Product Safety Commission set~~
10 ~~forth in 16 C.F.R., as such regulations existed on January 1, 2010;~~

11 ~~(B) Any small device designed to produce audible effects such as a~~
12 ~~whistling device;~~

13 ~~(C) Any ground device or firecracker containing fifty milligrams or~~
14 ~~less of explosive composition; or~~

15 ~~(D) Any aerial device containing one hundred thirty milligrams or~~
16 ~~less of explosive composition.~~

17 (b) ~~Class C explosives as classified by the United States Department~~
18 ~~of Transportation~~ 1.4G explosives shall be considered consumer fireworks.

19 (c) Consumer fireworks does not include:

20 ~~(i) Rockets that are mounted on a stick or wire and project into the~~
21 ~~air when ignited, with or without report;~~

22 ~~(i) (ii) Wire sparklers, except that silver and gold sparklers are~~
23 ~~deemed to be consumer fireworks until January 1, 2014; or~~

24 ~~(iii) Nighttime parachutes;~~

25 ~~(iv) Fireworks that are shot into the air and after coming to the~~
26 ~~ground cause automatic ignition due to sufficient temperature;~~

27 ~~(v) Firecrackers that contain more than fifty milligrams of~~
28 ~~explosive composition; and~~

29 ~~(ii) (vi) Fireworks that have been tested by the State Fire Marshal~~
30 ~~as a response to complaints and have been deemed to be unsafe; and~~

31 (9) ~~(7)~~ Display fireworks means those materials manufactured

1 exclusively for use in public exhibitions or displays of fireworks
2 designed to produce visible or audible effects by combustion,
3 deflagration, or detonation. Display fireworks includes, but is not
4 limited to, firecrackers containing more than one hundred thirty
5 milligrams of explosive composition, aerial shells containing more than
6 forty grams of explosive composition, and other display pieces which
7 exceed the limits for classification as consumer fireworks. ~~Class B~~
8 ~~explosives, also known as 1.3G explosives, as classified by the United~~
9 ~~States Department of Transportation in 49 C.F.R. 172.101, as such~~
10 ~~regulation existed on January 1, 2010, 1.3G explosives shall be~~
11 considered display fireworks. Display fireworks shall be considered an
12 explosive as defined in section 28-1213 and shall be subject to sections
13 28-1213 to 28-1239, except that display fireworks may be purchased,
14 received, and discharged by the holder of an approved display permit
15 issued pursuant to section 28-1239.01.

16 Sec. 2. Section 28-1243, Reissue Revised Statutes of Nebraska, is
17 amended to read:

18 28-1243 (1) If the State Fire Marshal deems any fireworks item to be
19 unsafe pursuant to subdivision ~~(8)(c)(ii)~~ ~~(6)(c)(vi)~~ of section 28-1241,
20 such fireworks item shall be quarantined from other fireworks. Any
21 licensed distributor, jobber, or retailer may request, at the
22 distributor's, jobber's, or retailer's expense, that such fireworks item
23 be tested by an independent, nationally recognized testing facility to
24 determine if such fireworks item meets the requirements set forth by the
25 United States Consumer Product Safety Commission for ~~consumer fireworks,~~
26 ~~also known as 1.4G explosives, as classified by the United States~~
27 ~~Department of Transportation in 49 C.F.R. 172.101, as such regulation~~
28 ~~existed on January 1, 2010.~~ A copy of the results of all testing done
29 pursuant to this section shall be provided to the State Fire Marshal.

30 (2) If such fireworks item is in compliance with such requirements
31 and otherwise permitted under section 28-1241, such fireworks item that

1 was determined to be unsafe pursuant to subdivision (8)(c)(ii) ~~(6)(c)(vi)~~
2 of section 28-1241 shall be deemed a consumer firework and be permitted
3 for retail sale or distribution.

4 (3) If such fireworks item is in compliance with such requirements
5 but is otherwise not deemed consumer fireworks, such fireworks item shall
6 not be sold at retail or distributed to retailers for sale in this state,
7 but a distributor, jobber, or retailer may sell such fireworks item to
8 another distributor or retailer in a state that permits the sale of such
9 fireworks item.

10 (4) If such fireworks item is not in compliance with such
11 requirements, then the distributor, jobber, or retailer shall destroy
12 such fireworks item under the supervision of the State Fire Marshal. If
13 such fireworks item is not destroyed under the supervision of the State
14 Fire Marshal, notarized documentation shall be provided to the State Fire
15 Marshal detailing and confirming the fireworks item's destruction.

16 Sec. 3. Original sections 28-1241 and 28-1243, Reissue Revised
17 Statutes of Nebraska, are repealed.

18 Sec. 4. Since an emergency exists, this act takes effect when
19 passed and approved according to law.

RULES FOR RETAIL SALES OF CONSUMER FIREWORKS

The State Fire Marshal's Office enforces the 2006 edition of NFPA 1124, *Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles*. The code contains a chapter detailing the sale of consumer (1.4G) fireworks. The highlights of the requirements are listed in this document.

Fireworks Buildings

- Applies to new and existing buildings, structures and facilities (7.1.1)
 - Permanent stores
 - Tents
 - Stands
 - Does not apply when the quantity of pyrotechnic composition does not exceed 125 pounds, or 25% of the gross weight of all fireworks, including packaging. (7.3.1)
- Any building or structure used for the sale of consumer fireworks must meet the requirements of a mercantile occupancy as defined in the Life Safety Code. (7.2.3)
- Tents shall be flame-retardant per NFPA 102. (7.3.5 (2))
- When fireworks sales are conducted in multitenant buildings, all other tenants shall be separated from the fireworks sales by 2-hour fire rated construction. (1-hour fire rating if 100% sprinkler protected) (7.4.4)
- Storage rooms for fireworks in new, permanent sales facilities shall be fire sprinkler protected, or one-hour fire rated. (7.3.7)
- New, permanent fireworks sales buildings over 6,000 square feet in area shall be protected throughout by a fire sprinkler system. (7.3.6 (1))
- Existing fireworks sales buildings over 7,500 square feet in area shall be protected throughout by a fire sprinkler system (7.3.6 (2))
- Portable fire extinguishers shall be provided. (7.3.6.3)
 - Two fire extinguishers are required for retail facilities greater than 200 sq. ft.
 - One extinguisher shall be a pressurized water type having a minimum rating of 2A. (7.3.6.3)
 - The other must be a dry chemical multi-purpose extinguisher having a minimum rating of 4A when electrical service is provided in the sales facility. (7.3.8.2)
 - Maximum distance to an extinguisher in a permanent building is 75 feet, 35 feet in a temporary stand. (7.3.8.3)
 - It is acceptable to provide a single fire extinguisher for temporary stands or tents less than 200 square feet in area. The extinguisher shall be a pressurized water type (2A). (7.6.2.1, 7.3.8.2)
- A smoke control system shall be provided in new permanent fireworks sales buildings when the ceiling is less than 10 feet in height and the travel distance to an exit exceeds 25 feet. (7.3.10)
- Fire Department apparatus access shall be provided to within 150 feet of any portion of the exterior of a fireworks sales facility. (7.3.4)

- The area around a fireworks sales facility shall be kept clear of dry grass, brush and combustible debris for a distance of at least 30 feet. (7.4.6.1)
- A vehicle or trailer used for fireworks storage shall be parked at least 10 feet from a fireworks sales facility. (7.4.6.2)
- Signage having 4-inch high letters stating
NO FIREWORKS DISCHARGE WITHIN 300 FEET
shall be posted conspicuously on each side of the fireworks sales facility. (7.4.6.3)
- Smoking is prohibited within 50 feet of a fireworks sales area. Signage stating
FIREWORKS –NO SMOKING
in 2-inch high letters shall be provided at each entrance or aisle of a fireworks sales facility. (7.3.11.2)
- Separation Distances (7.4.7)
- New permanent fireworks sales buildings shall be separated from adjacent permanent structures by at least 60 feet or:
 - At least 10 feet if the exterior wall of the facility has a one-hour fire rating
 - No minimum distance if the exterior wall of the facility has a two-hour fire rating
- Existing permanent fireworks sales facilities must be separated from adjacent permanent buildings by at least 10 feet or an exterior wall having a one-hour fire rating
- A distance of at least 50 feet shall be maintained from: (7.3.12)
 - Motor vehicle fuel dispensers (gas/diesel)
 - Retail propane dispensers
 - Aboveground tanks for flammable or combustible liquids, flammable gases, or flammable liquefied gases (propane)
- Temporary sales facilities (stands) shall meet the separation distances of Table 7.4.7.2

Table 7.4.7.2 Temporary CFRS Facilities — Minimum Separation Distances

	Buildings		Combustibles ^a		Tents ^b		Vehicle Parking		Stands ^c		Storage of Consumer Fireworks	
	ft	m	ft	m	ft	m	ft	m	ft	m	ft	m
Tents ^b	20	6.1	20	6.1	20	6.1	10	3.05	20	6.1	20	6.1
Stands ^c	20	6.1	10	3.05	20	6.1	10	3.05	5 ^d	1.5 ^d	20	6.1

^a The required clearances to combustibles shall also comply with 7.4.6.1.

^b Tents refers to temporary retail sales of consumer fireworks in tents, canopies, and membrane structures.

^c Stands refers to temporary CFRS stands.

^d Where stands are separated from each other by less than 20 ft (6.1 m), the aggregate area of such stands shall not exceed 800 ft² (74 m²).

- A distance of at least 300 feet shall be maintained from:
 - Bulk flammable or combustible liquid, flammable gas or flammable liquefied gas (propane) tanks or dispensers (7.3.12.6)
- All fireworks sales facilities (except temporary stands) shall have an approved fire safety and evacuation plan posted in a public location. (7.3.13)
- Fireworks sales tents or sales buildings shall have at least 3 approved exits. Temporary stands (<800 sq. ft. building or structure) shall have not less than 2 approved exits. (3.3.19, 3.3.29.1, 7.3.14.1.1, 7.6.2.3.1) NOTE: a fireworks tent is not considered a fireworks stand.

- Travel distance to an exit shall not exceed: (7.3.14.2, 7.6.2.3.2)
 - 75 feet in tents and permanent fireworks sales facilities.
 - 35 feet in stands.
- Aisles used by the public shall have an unobstructed width of at least 48 inches. (7.3.14.3.1.1)
- Aisles not used by the public shall have an unobstructed width of at least 28 inches. (7.6.4.1)
- Dead end aisles are prohibited (7.3.14.3.2.4)
- Where egress doors are provided for the public, they shall be side-hinged, swing in the direction of egress travel, shall be at least 36 inches in width and shall have panic hardware provided. (7.3.14.4)
- Egress openings in tents shall be at least 44 inches in width. (7.4.8.5)
- Doors in temporary stands not used by the public do not require panic hardware and shall be at least 28 inches in width (7.6.4.2.1)
- Illuminated exit signs and emergency lighting shall be provided unless the fireworks sales facility is not open after dusk or in temporary stands not occupied by the public. (7.3.14.6, 7.6.2.3.4, 7.6.2.3.5)

Retail Sales Displays (7.3.15)

- Shelving and merchandise along exterior walls shall be no higher than 12 feet above the floor; not more than 6 feet for interior placed items and 8 feet for stands not occupied by the public. (7.3.15.2, 7.3.15.2.1, 7.3.15.2.2, 7.6.4.3)
- Flame Breaks (7.3.15.3)
 - As shown in Figures A7.3.15.3 and A7.3.15.3.3, flame breaks shall be provided for shelving or displays of unpackaged fireworks exceeding 16 feet in length.
- See section 7.3.15.3 for more details and options.

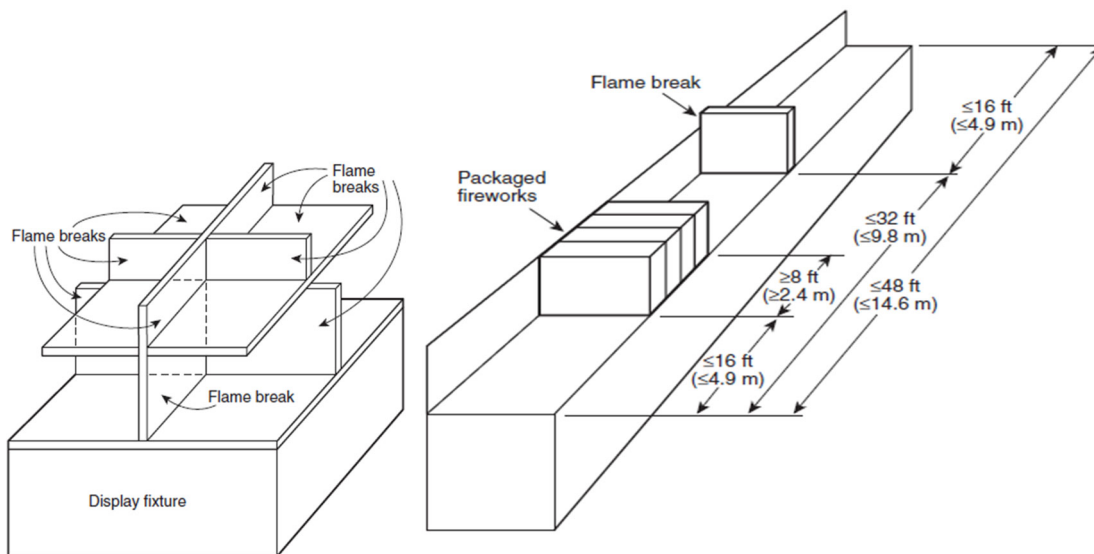


FIGURE A.7.3.15.3 Flame Break Design.

FIGURE A.7.3.15.3.3 Packaged Fireworks Merchandise and Flame Break Requirements.

- All fireworks shall have covered fuses so that the fuse cannot be touched by a person without unwrapping, tearing or puncturing the package. This does not apply to stands not occupied by the public. (7.3.15.5, 7.6.4.5)
- Fireworks sold in stores are considered mercantile occupancies and not retail fireworks sales facilities when:
 - The sales area does not exceed 25% of the floor area or 600 square feet, whichever is less and is approved by the authority having jurisdiction. (7.5.1.1)
- When approved, sales in a store shall meet the following:
 - The fireworks are under visual supervision by a store employee
 - The fireworks are packaged
 - When Aerial or Audible Ground devices are sold such devices shall be displayed in an area that is physically separated from the rest of the store, restricts entry by the public, has two means of egress and a maximum common path of travel of 35 feet (7.5.1.2)
- Electrical wiring and equipment shall meet NFPA 70. This includes physical protection of temporary wiring from pedestrian or vehicle traffic (7.3.16, 7.4.9.1.2)
- Portable generators shall be placed at least 20 feet from fireworks sales. (7.4.9.2)
- Fuel storage shall be at least 20 feet from fireworks sales. (7.4.9.2.3)
- Cooking equipment of any type not permitted within 20 feet of tents or canopies used for fireworks sales. (7.4.9.3.1)
- Open flame cooking equipment is not permitted within 50 feet of tents or canopies used for fireworks sales. (7.4.9.3.2)
- The means of egress (doors, aisles) shall be kept clear at all times. (7.3.19.1)
- Fireworks shall not be displayed within 5 feet of a public entrance or within 2 feet of a public exit or private entrance of an enclosed building. (7.3.19.2.1)
- At least 50% of available sales floor area of temporary fireworks sales facilities shall be open space used for aisles and cross aisles; 40% in permanent fireworks sales buildings. (7.3.20, 7.4.10)

Housekeeping

- Sales and storage areas shall be free of debris and rubbish. (7.3.21.1)
- All loose pyrotechnic composition shall be removed immediately. (7.3.21.2)
- Vacuums, shopvacs or other mechanical cleaning devices are not permitted. (7.3.21.3)
- Brooms, dustpans and brushes shall be of non-sparking materials. (7.3.21.4)
- Damaged fireworks devices shall be removed immediately and returned to the dealer or destroyed in a manner approved by the manufacturer. (7.3.21.5, 7.3.21.6)
- All employees handling fireworks shall be safety trained. (7.3.22)
- Any person selling fireworks shall not knowingly sell to a person under the influence of drugs or alcohol (7.3.23)
- Fireworks inventory records shall be kept at the premises and shall be available to the Authority Having Jurisdiction upon request. (7.3.24)

2. Consideration of Approval of an Agreement with The Schemmer Associates in the Amount of \$183,357.75 for the Design of Improvements to Walker Road - City Engineer Oneby

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

WALKER ROAD PAVING
PINE STREET TO CITY LIMITS

PRELIMINARY AND FINAL DESIGN

Professional Services Provided: Roadway Design

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Opinions of Total Project Costs	3
ARTICLE 6 – GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	4
6.03 Use of Documents	5
6.04 Insurance	6
6.05 Suspension and Termination	6
6.06 Controlling Law	8
6.07 Successors, Assigns, and Beneficiaries.....	8
6.08 Dispute Resolution.....	9
6.09 Environmental Condition of Site.....	9
6.10 Indemnification and Mutual Waiver	10
6.11 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	13
8.01 Exhibits Included	13
8.02 Total Agreement	13

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

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

Design services related to the completion of final engineering plans to pave Walker Road from Pine Street to the city limits of Seward, Nebraska. Paving Walker Road consists of converting the existing gravel surface to concrete pavement along with associated sanitary sewer and water main extensions. The project begins at the city limits extending approximately 2,000 feet east to Pine Street.

(“Project”).

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services,

expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition or newer) unless both parties mutually agree to use other General Conditions by specific reference.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Design Without Construction Phase Services*

- A. Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services beyond shop drawing review, answering design questions and attending the pre-construction meeting, therefore (1) Engineer's services under this Agreement shall be deemed complete

no later than the end of the shop drawing review Phase; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (3) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

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

any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

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

6.05 *Suspension and Termination*

- A. Suspension.

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

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

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

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

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

D. Payments Upon Termination.

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

6.10 *Indemnification and Mutual Waiver*

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

consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
 - 2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.
 - 3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other

services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-

way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, "Engineer's Services," consisting of 8 pages.
- B. Exhibit B, "Consultant Estimate of Hours and Expenses," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.
- D. Exhibit D, "Insurance," consisting of 2 pages.
- E. Exhibit E, "Dispute Resolution," consisting of 1 pages.
- F. Exhibit F, "Allocation of Risks," consisting of 1 pages.

8.02 *Total Agreement*

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

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

Owner:

City of Seward

Engineer:

The Schemmer Associates

By: _____

By: Douglas G. Holle

Title: _____

Title: Principal

Date: _____

Date: July 29, 2026

Signed: _____

Signed: 

Address for giving notices:

Address for giving notices:

333 S. 21st Street
Suite 102
Lincoln, NE 68510

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

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

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 29, 2026.

Engineer's Services

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

PART 1 – SCOPE OF SERVICES

WALKER ROAD PAVING PINE STREET TO CITY LIMITS (Project Description)

This project includes work associated with design services related to the completion of final engineering plans to pave Walker Road from Pine Street to the city limits of Seward, Nebraska. Paving Walker Road consists of converting the existing gravel surface to concrete pavement along with associated sanitary sewer and water main extensions. The project begins at the city limits extending approximately 2,000 feet east to Pine Street.

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

Information Provided by the City or Others

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

The City will also provide the following:

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

Tasks specifically not included:

- Railroad Coordination and Permitting.
- Right-of-way appraisal and acquisition services.
- Title searches.
- Traffic engineering.
- All construction phase services.
- Retaining wall design.
- Structural design related to the construction of concrete box culverts.
- Wetland Delineation and 404 permitting.
- Water main modeling.
- Sanitary sewer modeling.

Project Schedule

- | | | |
|----|-------------------|--------------------------|
| a. | August 5, 2026 | Notice to Proceed (NTP) |
| b. | October 16, 2026 | Plan-in-Hand (30%) Plans |
| c. | November 20, 2026 | Final Submittal |
| d. | December 2026 | Approval to Bid |
| e. | Spring 2027 | Construction |

Design Plan Sheets

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

- a. Cover Sheet
- b. Typical Section
- c. Summary of Quantities
- d. Horizontal Control
- e. General Information
- f. Geometrics Plan
- g. Joints and Grades Plan
- h. Construction Phasing Plan
- i. Construction and Removal Plan
- j. Roadway Plan and Profile
- k. Water Main Plan and Profile
- l. Sanitary Sewer Plan and Profile
- m. Erosion Control Plan
- n. Pavement Marking and Permanent Signing Sheets
- o. Miscellaneous Details
- p. Right of Way Sheets
- q. Roadway Cross Section Sheets

Submittals

The following formal plan submittals are anticipated:

- a. Plan-in-Hand (30%) Plans
- b. Final Submittal

Project Tasks

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

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

- a. ***Project Management-*** Includes activities required for budget and schedule management, staff assignments, internal cost control, preparation and processing of project correspondence, invoices, and monthly progress reports throughout this phase of the project. For scoping purposes, project management is assumed to last from August 2026 through April 2027.
- b. ***Progress Meetings with City Staff-*** Progress meetings with City staff will be conducted to update progress and seek resolution of identified issues. Two (2) progress meetings are anticipated. Meetings will be attended by the ENGINEER's project manager and one additional project team member.

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

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

II. Geotechnical Engineering

Schemmer proposes to render professional geotechnical engineering services consisting of granular bearing surface thickness, soil borings, soil testing, and analyses of soils to determine soil parameters to be used in design of the paving of Walker Rd. We expect heavy truck traffic loads along the roadway and understand the traffic counts will be determined by others.

Schemmer will advance five soil borings within the existing roadway. Two of the borings will be placed at the east and west edges of roadway being investigated, the remaining three borings will be even spaced between the two edge borings accordingly, at a separation of about 500 feet. Each boring will be sampled to a depth of 15 feet below grade. A total of 75 lineal feet of soil boring and sampling is proposed.

The scope of geotechnical exploration will consist of the following:

1. Schemmer will provide project preparation services consisting of staking the boring locations. The One-Call system will be notified by our driller subcontractor to determine public utility locations. Private utilities or public utilities not within the One-Call system must be located by the property owner or public utility. If the owner cannot locate their private utilities, then Schemmer will have this necessary location work completed at additional cost to our client. The borings will be relocated to a safe location if they potentially interact with private and/or public utilities. We understand the site surface will allow access with a two-wheel drive truck-mounted soil boring rig.

2. Schemmer will use the FAA website to obtain the necessary FAA determination concerning if an Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) is required for this site. If FAA determines and an OE/AAA is required, Schemmer will follow the guidelines determined by FAA when advancing the borings. If an OE/AAA determination is found by FAA to be required, the FAA invokes a submittal review period of at least 45 days.
3. Schemmer's drilling subconsultant will sample the soils from the borings, coordinate traffic lane closure and traffic control signage, provide any field testing requested, provide field boring logs, and record groundwater levels when encountered. Traffic control will be determined based on Shelby tube samples will be obtained from clay deposits. Standard penetration resistance will be measured from sand deposits. Groundwater levels will be measured during drilling and after drilling, if encountered within the depth of boring during the time of boring. Borings will be filled prior to the drill crew leaving the site to remove safety hazards. The borings will be filled with soil cuttings when completed or grout in accordance with current NWEE NE requirements. Excess soil cuttings will be moved to a location onsite acceptable to the owner. Borings will be capped with area crushed aggregate bearing material.
4. Appropriate geotechnical laboratory testing of recovered samples will be completed at the direction of the project geotechnical engineer. Measurements of in-place water content, unit weight, unconfined compressive strength, Atterberg limits, grain size, and visual soil classification will be conducted on selected representative soil samples. Laboratory tests will be completed in accordance with ASTM and AASHTO procedures within the Schemmer soil testing laboratory by trained technicians using calibrated test equipment. The Schemmer geotechnical laboratory is certified by NDOT.
5. We understand there are no chemical pollutants or other chemical concerns at the site and, therefore, no chemical tests or analyses will be conducted in the field or in the laboratory. However, if chemical or environmental concerns are uncovered during the field work and are noted by visual cues and/or smell, Schemmer will note these findings. Schemmer will notify our Client but will not perform any chemical tests and will not notify anyone other than our Client.
6. We understand the site is accessible to a truck-mounted soil boring rig. Fences, snow, stored equipment and materials, and other surface conditions that will block access to the soil boring truck will be removed or relocated by others. Schemmer will work with our client to determine suitable boring locations around fixed surface features. Site surface clearing services are not included in the scope of this project.
7. An experienced geotechnical engineer with Schemmer will analyze the data and prepare a written report to contain the following analyses and discussion items:
 - a. Description of site soil conditions and significance of area geology.
 - b. Tabulation of test data, a boring location plan and soil boring logs.
 - c. Site preparation recommendations to provide stable roadway support and utility trench backfill.
 - d. Recommendations for soil amendments to strengthen the subgrade, if necessary.
 - e. Pavement subgrade preparation recommendations.
 - f. Pavement design parameter recommendations.

- g. Analysis of soil to ascertain presence of potentially expansive soils or otherwise deleterious materials and recommendations to mitigate detrimental effects from these materials, should they be found.
- h. Recommended types of embankment fill materials and backfill soil materials.
- i. Recommendations for pavement aggregate base material.
- j. Compaction requirements for embankment subgrade, pavement base material, and utility backfill soil.
- k. Anticipation of, management of, and recommendations for drainage of surface water and groundwater.
- l. Potential for settlement due to consolidation with recommendations to control settlement and alleviate excess stress on structure components associated with the potential settlements such as surcharge or other appropriate treatment.

The following assumptions are made:

- 1. The Geotechnical project will be completed in conjunction with a topographic survey provided by Schemmer. Geotechnical recommendations concerning cut and fill from existing grade will be included in the final report.
- 2. A design life for the proposed roadway and traffic counts will be provided prior to the issuance of report.
- 3. Schemmer is granted access to the soil boring locations from the property owners. Any temporary property access negotiations will be conducted by others.
- 4. Schemmer will not perform any soil or air monitoring for hazardous materials during the soil boring process.
- 5. Schemmer personnel and the drill crew personnel will use normal Personal Protective Equipment (PPE) during drilling. We understand that protection against hazardous substances is not necessary. However, the site personnel will monitor the site conditions through odor and visual cues and will request hazardous material PPE be provided after proper environmental evaluation, if hazardous environments are encountered.

III. Preliminary Design- This task will include site inspection, data collection, utility coordination, typical section, roadway plan and profile, preliminary construction phasing, water main plan and profile, sanitary sewer plan and profile, opinion of probable construction costs, and plan-in-hand meeting.

- a. *Site Inspection-* Includes site visits during preliminary design to verify site constraints, impacts, and compatibility with proposed design. It is assumed one site visit will be required.
- b. *Data Collection-* Existing information and data available for the project will be assembled and reviewed including as-built information for existing streets, structures, utilities, storm sewers, right-of-way, GIS data, and other relevant information available.
- c. *Construction Phasing-* A conceptual construction phasing plan will be developed for the roadway.
- d. *Utility Coordination-* Includes coordination with the known utility companies to identify the limits and potential conflicts of all utilities along the project corridor.

ENGINEER will request maps of all existing utilities within the project corridor. Preliminary drawings will be supplied to all utility companies requesting design information.

- e. *Opinion of Probable Construction Cost*- NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost prior to the plan-in-hand (after selection of preferred design alternative).
- f. *Plan-in-Hand*- A plan in hand meeting will be scheduled and conducted with the City of Seward staff at approximately thirty (30) percent preliminary design plan completion. The plan-in-hand will be documented with minutes summarizing the significant findings and decisions made.

At the completion of preliminary design, plans will be submitted to all utility companies for review and use in developing preliminary relocation plans and schedules if necessary. Meeting minutes will be prepared for all meetings.

- g. *Quality Assurance/Quality Control (QA/QC)*- The Engineer shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.
- h. *Roadway Plan and Profiles* – Roadway geometric layout and vertical profile will be shown on the roadway plan and profile sheets. Four (4) Plan & Profile (P&P) sheets are assumed to be necessary along Walker Rd. and one (1) P&P sheet is assumed along Pine St.
- i. *Typical Sections* – The roadway typical section will be developed along Walker Rd. It is anticipated the typical section will consist of a two-lane rural roadway cross section. The pavement section is assumed to be 8" thick doweled concrete pavement, 28 feet wide. No sidewalks are included with this design.
- j. *Water Main Plan and Profiles* – Includes development of watermain plan and profile sheets for extending the existing watermain along Walker Rd. Watermain design shall be in accordance with the City of Lincoln Standard Specifications for Municipal Construction. The pipe sizes will be provided by the City. Hydrant locations will be identified by the City. No water modeling will be conducted. It is assumed the length of water main extension will not exceed 1,600 feet.
- k. *Sanitary Sewer Plan and Profiles* – Includes development of sanitary sewer plan and profile sheets for extension of the existing sanitary sewer along Walker Rd. The pipe sizes will be provided by the City. No sanitary sewer modeling will be conducted. It is assumed the length of sanitary sewer extension will not exceed 600 feet.

IV. Public Involvement

a. Stakeholder Coordination Meetings

The Consultant will coordinate with individuals who are significantly affected by the project via phone, written correspondence or meetings. Meetings will typically be conducted prior to public open house meetings (if scheduled) but may also occur at other times. These meetings may consist of individuals or small groups or individuals with similar interest. The Consultant shall be responsible for coordinating meeting locations, facilitating, and preparing and distributing meeting minutes. It assumed three (3) coordination meetings will be needed.

V. Final Design- This task will include construction and removal plans, construction phasing, pavement markings, limits of construction, erosion control, miscellaneous design details, and opinion of probable construction costs.

- a. **Geometric Sheets-** Sheets will be developed that show the coordinate location of all proposed pavement.
- b. **Joints and Grades Sheets** – Pavement grades and concrete jointing sheets will be developed along all reconstructed streets. This task includes detailing the design model along the project.
- c. **Construction and Removal Plan-** Sheets will be prepared that detail construction and removals for the project in accordance with NDOT pay items.
- d. **Roadway Plan and Profile** – Roadway plan and profile sheets will be finalized.
- e. **Water Main Plan and Profiles** – Water main plan and profile sheets will be finalized.
- f. **Sanitary Sewer Plan and Profiles** – Sanitary sewer main plan and profile sheets will be finalized.
- g. **Roadway Cross Sections** – Roadway cross section sheets will be finalized.
- h. **Erosion Control Plans-** A sediment and erosion control plan will be developed to prevent erosion and promote revegetation within the limits of construction.
- i. **Construction Phasing Plan-** A final phasing plan will be developed for the project.
- j. **Construction Detour and Traffic Control Plan-** Plans and details will be developed for showing a temporary detour route and traffic control plan. It is assumed that Walker Rd. will be closed for the duration of the project.

- k. Pavement Marking and Permanent Signing- Plans and details will be developed for permanent pavement markings and signing.
- l. *Miscellaneous Details*-ENGINEER to provide design and drafting of miscellaneous details on the project.
- m. *Final Opinion of Probable Construction Cost*- NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost at the completion of the final plans.
- n. *Utility Coordination*- Final plans will be submitted to utility owners impacted by the construction. ENGINEER to develop status of utilities report.
- o. *Quality Assurance/Quality Control (QA/QC)*- The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.
- p. *Special Provisions*- ENGINEER to develop special provisions for the project. Special provisions to include recurring NDOT special provisions as well as project specific provisions.
- q. *Permitting*- ENGINEER to apply for permits on the project. The anticipated permits for the project are a Construction Stormwater Permit, NDWEE Wastewater Construction permit, and NDWEE Drinking Water Construction Permit.
- r. *Bid-Phase Services* – ENGINEER will assist the City in advertising the Project for bids. ENGINEER will coordinate with A&D Technical Supply to distribute plans to potential contractors. The City will conduct the bid letting.

VI. Right-of-Way- Right of Way sheets will be prepared assuming three (3) tracts will require additional easements and/or right-of-way. Legal descriptions will be prepared for all affected tracts. This effort includes staking of the proposed easements and/or right-of-way one time. It is assumed that the proposed road improvements will not require additional easement from the adjacent railroad.

If the preliminary design determines that additional railroad rights are needed, a supplement will be prepared for railroad coordination and permitting.

EXHIBIT B: Hour Estimate Form
Preliminary and Final Design

WALKER ROAD PAVING - PINE STREET TO CITY LIMITS

City of Seward

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	PARTY CHIEF SURVEYOR	ASSOC SURVEYOR	GRAPHIC DESIGNER	ADMIN ASST	TOTAL PER TASK
I.	Project Administration												
I.a	Project Management	9	45										54
I.b	Progress Meetings with City Staff		4		12								16
I.c	Team Coordination Meetings		8		8	8							24
II.	Geotechnical Engineering												
II.a	Project Preparation		1	3	3								7
II.b	Soil Borings			1	6								7
II.c	Field Log				4								4
II.d	Laboratory Testing of Recovered Samples			1			15						16
II.e	Analysis of Test Data			5	6								11
II.f	Report		1	9	6							3	19
III.	Preliminary Design												
III.a	Site Inspection			6		6							12
III.b	Data Collection				4		4						8
III.a	Typical Sections												0
III.a	Roadway Plan and Profiles												0
III.a	Existing Right-of-Way												0
III.a	Horizontal and Vertical Alignment Alternatives												0
III.a	Roadway Cross-Sections												0
III.c	Construction Phasing			4	4	8							16
III.d	Utility Coordination		1	16	4	16							37
III.e	Quantities/Opinion of Probable Construction Cost		4		8	8							20
III.f	Plan-in-Hand			8	6	2							16
III.g	Quality Assurance/Quality Control	1		8	4	2	2						17
III.h	Roadway Plan and Profiles			8	40	40							88
III.i	Typical Sections			1	4	4							9
III.j	Water Main Plan and Profiles	1		8	16	40							65
III.k	Sanitary Sewer Plan and Profiles	1		4	8	16							29
IV.	Public Involvement												
IV.a	Stakeholder Coordination Meetings (up to three meetings)	4	24		12	8							48
V.	Final Design												
V.a	Geometrics			4	8	24	8						44
V.b	Joints and Grades			2	4	16	8						30
V.c	Construction and Removal Plan			4	8	32							44
V.d	Roadway Plan and Profile Sheets			2	2	4	4						12
V.e	Water Main Plan and Profiles			2	2	8							12
V.f	Sanitary Sewer Plan and Profiles			2	2	4							8
V.g	Roadway Cross-section Sheets			4	4	32	16						56
V.h	Erosion Control Plans			2	2	16							20
V.i	Construction Phasing Plan			2	2	8	4						16
V.j	Construction Detour and Traffic Control Plan			2	2	8	4						16
V.k	Pavement Marking and Permanent Signing Sheets			2	2	8	4						16
V.l	Miscellaneous Details				2	2	8						12
V.l	Structural Plans and Details												0
V.m	Quantities/Opinion of Probable Cost		1		4	4							9
V.n	Utility Coordination		4		12	8							24
V.o	Quality Assurance/Quality Control	2	8		8								18
V.p	Special Provisions			16	8								24
V.q	Permitting (NPDES, NDWEE Drinking Water, NDWEE Sanitary Sewer)			16	16	8							40
V.r	Bid-Phase Services		8		8								16
VI.	Right of Way												
VI.a	Right-of-Way Plans	1	8		16	24							49
VI.a	Legal Descriptions		6			12		6		6			30
VI.a	Stake Right-of-Way		1					2	12	4			19
	TOTALS	19	124	142	267	376	77	8	12	10	0	3	1038

WALKER ROAD PAVING - PINE STREET TO CITY LIMITS

City of Seward

Preliminary and Final Design

EXHIBIT B: FEE SUMMARY SCHEDULE

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2026 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$18,565.00
PRINCIPAL	9	\$300.00	\$2,700.00	
PROJECT MANAGER	57	\$205.00	\$11,685.00	
SENIOR PROJECT ENGINEER	0	\$230.00	\$0.00	
REGISTERED DESIGN ENGINEER	20	\$155.00	\$3,100.00	
ENGINEER/ SENIOR TECHNICIAN	8	\$135.00	\$1,080.00	
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN SURVEY CREW	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
GRAPHIC DESIGNER	0	\$90.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	
II. Geotechnical Engineering				\$10,875.00
PRINCIPAL	0	\$300.00	\$0.00	
PROJECT MANAGER	2	\$205.00	\$410.00	
SENIOR PROJECT ENGINEER	19	\$230.00	\$4,370.00	
REGISTERED DESIGN ENGINEER	25	\$155.00	\$3,875.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$135.00	\$0.00	
ENGINEERING TECHNICIAN	15	\$130.00	\$1,950.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN SURVEY CREW	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
GRAPHIC DESIGNER	0	\$90.00	\$0.00	
ADMINISTRATIVE ASSISTANT	3	\$90.00	\$270.00	
III. Preliminary Design				\$51,555.00
PRINCIPAL	3	\$300.00	\$900.00	
PROJECT MANAGER	5	\$205.00	\$1,025.00	
SENIOR PROJECT ENGINEER	63	\$230.00	\$14,490.00	
REGISTERED DESIGN ENGINEER	98	\$155.00	\$15,190.00	
ENGINEER/ SENIOR TECHNICIAN	142	\$135.00	\$19,170.00	
ENGINEERING TECHNICIAN	6	\$130.00	\$780.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN SURVEY CREW	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
GRAPHIC DESIGNER	0	\$90.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	

IV. Public Involvement \$9,060.00

PRINCIPAL	4	\$300.00	\$1,200.00
PROJECT MANAGER	24	\$205.00	\$4,920.00
SENIOR PROJECT ENGINEER	0	\$230.00	\$0.00
REGISTERED DESIGN ENGINEER	12	\$155.00	\$1,860.00
ENGINEER/ SENIOR TECHNICIAN	8	\$135.00	\$1,080.00
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00
REGISTERED SURVEYOR	0	\$165.00	\$0.00
2-MAN SURVEY CREW	0	\$205.00	\$0.00
CADD TECHNICIAN	0	\$135.00	\$0.00
GRAPHIC DESIGNER	0	\$90.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00

V. Final Design \$65,435.00

PRINCIPAL	2	\$300.00	\$600.00
PROJECT MANAGER	21	\$205.00	\$4,305.00
SENIOR PROJECT ENGINEER	60	\$230.00	\$13,800.00
REGISTERED DESIGN ENGINEER	96	\$155.00	\$14,880.00
ENGINEER/ SENIOR TECHNICIAN	182	\$135.00	\$24,570.00
ENGINEERING TECHNICIAN	56	\$130.00	\$7,280.00
REGISTERED SURVEYOR	0	\$165.00	\$0.00
2-MAN SURVEY CREW	0	\$205.00	\$0.00
CADD TECHNICIAN	0	\$135.00	\$0.00
GRAPHIC DESIGNER	0	\$90.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00

VI. Right of Way \$15,845.00

PRINCIPAL	1	\$300.00	\$300.00
PROJECT MANAGER	15	\$205.00	\$3,075.00
SENIOR PROJECT ENGINEER	0	\$230.00	\$0.00
REGISTERED DESIGN ENGINEER	16	\$155.00	\$2,480.00
ENGINEER/ SENIOR TECHNICIAN	36	\$135.00	\$4,860.00
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00
REGISTERED SURVEYOR	8	\$165.00	\$1,320.00
2-MAN SURVEY CREW	12	\$205.00	\$2,460.00
CADD TECHNICIAN	10	\$135.00	\$1,350.00
GRAPHIC DESIGNER	0	\$90.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00

Subtotal Labor Costs	1,038		\$171,335.00
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DIRECT NON-SALARY COSTS:

	No.	Rate (\$)	
Printing	1	\$ 300.00	\$ 300.00
Mileage	325	\$ 0.730	\$ 237.25
Survey Mileage	150	\$ 0.730	\$ 109.50
Geotechnical Mileage	200	\$ 0.730	\$ 146.00
Geotech (Field Drilling Subcontractor)	1	\$ 3,325.00	\$ 3,325.00
Geotech (Lab Reimbursable)	1	\$ 305.00	\$ 305.00
Title Searches		\$ -	\$ -
Lodging		\$ -	\$ -
Permit Fees (NDWEE Drinking Water)	1	\$ 7,600.00	\$ 7,600.00
Public Meeting		\$ -	\$ -
Storm Sewer Video Inspection		\$ -	\$ -
Wetland Delineation		\$ -	\$ -

Sub-Total Direct Non-Salary Costs			\$ 12,022.75
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TOTAL ESTIMATED FEE			\$183,357.75
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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
 2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates included in Exhibit B.
 3. The total compensation for services under Paragraph C2.01 is estimated to be **\$183,357.75.**
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
 5. The total estimated compensation for Engineer’s services included Paragraph C2.01.B.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultant’s charges.
 6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultant’s charges.
 7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

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

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

C2.03 Other Provisions Concerning Payment

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

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

Insurance

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2025

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

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

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: Deanne Beltz-Sund PHONE (A/C, No, Ext): 402-861-7000 E-MAIL ADDRESS: deanne.beltz@fnicgroup.com FAX (A/C, No):
INSURED The Schemmer Associates Inc. 1044 North 115th Street, Suites 200 & 300 Omaha NE 68154	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Co. INSURER B: Continental Insurance Company INSURER C: Valley Forge Insurance Co. INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1933032005**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			6023928716	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6023928747	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6023928702	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	6023928733	12/31/2025	12/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims-Made Basis Pollution Legal Liability			AEH288365469	12/31/2025	12/31/2026	Each Claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Seward Nebraska
142 N. 7th St.
Seward NE 68434

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

AUTHORIZED REPRESENTATIVE

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

Dispute Resolution

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

H6.09 Dispute Resolution

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

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

Allocation of Risks

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

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

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

3. Consideration of a Resolution to Update the City's Purchasing Policy based on Changes Implemented from LB797 - City Administrator Butcher

RESOLUTION NO. 2026-16

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING A COUNCIL POLICY STATEMENT

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the City Administration in regard to various issues which regularly occur; and

WHEREAS, the City Council desires to establish a Council Policy Statement entitled "Purchasing Policy".

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Seward, Nebraska, do hereby approve the Council Policy Statement entitled and attached, "Purchasing Policy, 2026-001", rescind any previous purchasing policies in use, and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

Passed and approved this 4th day of August, 2026.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

PURCHASING POLICY, 20252026-001

SECTION I: INTRODUCTION

The City of Seward's Purchasing Policy is intended to serve as a consistent guide for all departments in efficiently obtaining supplies, materials, equipment, and services in a competitive and impartial manner. The City shall strive to acquire goods and services for City use which are deemed reasonable and necessary, meet the specifications identified in the solicitation, and are at the lowest cost available. The City of Seward shall comply with all federal, state, and local rules regarding procurement. All City Departments, Boards, and Commissions shall comply with this policy with exception to the Langworthy Trust when purchasing items or services directly for the benefit of the Civic Center.

SECTION II: COMMITMENT TO COMPETITIVE, OPEN & FAIR COMPETITON

The City seeks to maximize competition within the competitive procurement process to effect cost savings and to provide more value for the tax dollar. The City of Seward shall always strive to undergo procurement in the manner of open and fair competition with inclusion to minority and/or women-owned (M/WBEs) vendors.

SECTION III: DEFINITIONS

The following words, terms, and phrases, when used in this article, shall have the meanings respectively ascribed to them in this section, except where the context clearly indicates a different meaning:

Acceptable Bid: A bid or proposal received by the City which is less than one hundred and fifty percent (150%) of the estimated amount and which meets all specifications in the solicitation.

Change Order or Change Order Request: A proposal to make changes to a contract/agreement that may be approved by the Purchasing Officer or designee or by the City Council as is needed.

Contractual Services: Shall include insurance, leases, maintenance, repair, and rental agreements, for City-owned property and/or equipment used for operations.

Lowest Acceptable Bid: The most cost efficient and effective bid, including the sum of all costs, which meets the requirements as set out in the bid request.

Payment Bond: Shall mean a bond issued to the City, executed by a surety company, to ensure a financial guarantee for all persons supplying labor, materials, equipment, or supplies to the contractor or its subcontractors for the performance of the work provided for in the contract or agreement. The bond shall comply with the provisions of Neb.Rev.Stat. 52-118.

Performance Bond: Shall mean a bond issued to the City, executed by a surety company, to ensure that the contractor or vendor will perform the work outlined in the contract or agreement. The City may receive compensation in the event of noncompliance.

Public Bid: Shall mean the purchase of goods or services requiring a public notice of bid letting; a deadline for the receipt of sealed bids; and the opening of sealed bids at a designated time and place.

Quote: A quote shall mean a statement by a supplier stating the schedule, cost, and delivery of the goods or services to be delivered.

Request for Proposal (RFP): A publicly advertised request to perspective vendors to submit a proposal addressing the cost, schedule, and approach to the project in which price and project specifics are not well defined. Often, the lowest responsible bidder is chosen.

Request for Qualifications (RFQ): A publicly advertised request to perspective vendors to submit a list of team members, a portfolio of experience, intended approach to the project, and references to meet the identified price and project specifics. Often, the vendor deemed most qualified is chosen.

SECTION IV: AUTHORITY ROLES AND RESPONSIBILITIES

The City Council is responsible for approving and adopting an annual operating budget to guide City expenditures, adopting the Purchasing Policy, setting City policy and decision-making regarding large purchases, and providing direction on the provision of City services. The City Administrator, or designee, shall act as the official Purchasing Officer of the City of Seward. As Purchasing Officer, they shall administer all procurement procedures for the City, including but not limited to:

1. Oversight of all purchase of supplies, equipment and machinery needed by any City Department, Board or Commission in as full, open, and competitive manner as is possible;
2. Procurement of the highest quality supplies, equipment and machinery at least expense for the City; purchasing in bulk whenever feasible; and to procure for the City all tax exemptions to which it is entitled;
3. Maintaining documentation of all purchases for budgeting, accounting, and auditing purposes;

4. Recommending the disqualification of vendors who have been deemed an irresponsible bidder ; and
5. Maintaining and recommending amendments, when necessary, to the City Purchasing Policy.

Under the authority of the City Council and the Purchasing Officer, department heads are delegated purchasing authority and responsibility as established in this policy and as set by the annually adopted City Operating Budget. If a department deviates from the procurement policies and procedures without advanced approval by the City Administrator, it may result in discipline up to and including termination.

SECTION V: – REVIEW AND AUTHORIZATION OF AGREEMENTS

All contracts, including but not limited to rental or lease agreements, contracts for goods and services, facility use agreements, and interlocal agreements, must be reviewed and approved by the City Attorney prior to execution. All contracts of any sort must be signed by either the Mayor, upon approval of the City Council, or the City Administrator. Change orders to an executed agreement shall be considered by Council and signed by Mayor or City Administrator, where applicable. Change order requests may be approved by the Purchasing Officer, or designee, as is needed to keep the project moving. A copy of all contracts of any sort must also be forwarded to the City Clerk for processing and recordkeeping upon execution. Contracts and procurement documents are subject to public record requests and retention requirements.

SECTION VI: STANDARD SUPPLIES The Purchasing Officer, or designee, shall supervise the purchasing of general supplies which are common among Departments, such as paper, pens, pencils, cleaning supplies, etc.

A. GUIDELINES FOR USAGE OF CREDIT CARD

Designated department heads or employees may be issued a credit card for purchase of standard supplies. The cardholder is responsible for the security of their card and all transactions made on the card. In the event of a lost card or suspected fraud, the Finance Director and City Administrator should be notified immediately. Itemized invoices, receipts, and packing slips should support that the cardholder is using their credit card responsibly and in accordance with their established budget and the purchasing policy. Below, are some basic rules about use of a City credit card:

- The card shall only be used for official business purposes and with sufficient budget authority.
- Cardholders shall strive to make tax exempt purchases where possible.
- Purchaser must be able to explain the nature of all purchases and the need for official City business.
- Purchases must have a detailed receipt and shall be able to be reconciled to the monthly statements.
- Cardholders will surrender the card at the discretion of the Purchasing Officer or at their termination.

B. PETTY CASH

A petty cash fund may be established to enable departments to make small, necessary purchases when a check is not available, or a credit card cannot be used. Departments wishing to establish a new or modifying an existing petty cash fund shall contact the Finance Director. Petty cash accounts will be reconciled weekly or as often as is needed with receipts to match the purchases.

SECTION VII: METHODS OF PROCUREMENT FOR CONSTRUCTION, EQUIPMENT, MATERIALS, OR SUPPLIES

The Purchasing Officer, or designee, shall seek at least three competitive quotes or bids to secure the best product or service at the least expense to the City. Procurement methods shall be utilized depending on the dollar value of contracted capital construction projects, or the purchase of equipment, materials, parts, or supplies:

A. Informal Quotations (not applicable to items deemed as ‘standard supplies’):

For purchases of less than \$2,500.00—excluding freight and taxes—the Department Head, or their designee, shall ensure to the greatest extent feasible that each purchase be made at the least expense possible. The supplier should provide a firm price, delivery time, and payment terms. If all informal quotations exceed \$2,500 the process shall move to written quotations.

B. Written Quotations:

For purchases between \$2,500 and ~~\$90,000~~~~30,000~~, the Department Head, or their designee, shall, whenever possible, gather at least three competitive quotes, and shall award to the lowest responsible vendor with approval from the Purchasing Officer or designee. The quote shall provide a firm price, delivery time, and payment terms. If all quotations exceed ~~\$90,000~~~~30,000~~ the process shall move to formal public bidding.

C. Formal Public Bidding:

For purchases above ~~\$90,000~~~~30,000~~—which require formal bidding according to City Code 44-1.24 and Neb.Rev.Stat. 16-321—a Department Head, in coordination with the Purchasing Officer or designee, shall prepare the necessary plans, specifications, cost estimates, and bid documents for City Council approval. Notice of bid shall be published at least seven days prior to the bid closing in a legal newspaper in or of general circulations in the city. The notice shall include a general description of the articles to be purchased, and state where bid documents may be acquired, and state the date, time, and place for opening bids. When deemed

necessary by the City, payment or performance bonds may be required for formal submission of a bid. Bids to be opened at City Hall shall be submitted 'sealed' to the City Clerk's Office and shall indicate the name of the firm and purpose of the bid. Bids shall be opened on the date, time, and place stated in the public notice. A tabulation of bids shall be available for public inspection. The City shall have the authority to reject all bids or parts of all bids. The City Council shall have the authority to declare a vendor or contractor an irresponsible bidder and to disqualify them from receiving any business from the City of Seward, if said vendor: 1). Has defaulted on previous bids, quotes, contracts, or projects; 2). Has previous unresolved performance issues with the City; 3). Is involved in collusion with other bidders; 4) Has failed to timely complete previous projects or contracts with the City; 5). Has unpaid debts owed to the City; 6). Has insufficient prior experience with similar projects; or 7). Is disqualified through SAM.gov registration.

A Contract shall be awarded to the lowest responsible bidder, determined by price and the following factors: the ability, capacity, and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, and efficiency of the bidder; the quality of performance of previous contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality and availability of the goods or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and, the number and scope of conditions attached to the bid.

When the award is not given to the lowest bidder in price, a full and complete statement of the reasons for placing the award elsewhere shall be prepared by the Purchasing Officer or designee. If all bids received by the City are in excess of one hundred and fifty percent (150%) of the Engineer's estimate, then such bids may be deemed unacceptable, and the City Council may request a rebid. The City shall neither impose nor condone any bidding or procurement policies that result in exclusionary or anti-competitive bidding or violate state or federal anti-trust laws. If multiple lowest bids received are for the same total amount or unit price, the Purchasing Officer shall recommend a bid order for consideration. Once a recommendation of 'lowest responsible bidder' is determined, the Purchasing Officer or designee shall present the bid tabulation to the City Council for consideration. The City Council shall authorize the award for all purchases in the formal public bidding process.

D. Electric Department Procurement

As a municipal electric utility exceeding \$10 million in retail sales, the City's Electric Department is subject to Neb.Rev.Stat. 16-321(5) regarding procurement. For purchases between \$2,500 and ~~\$120,000~~300,000, the Department Head, or their designee, shall, whenever possible, gather at least three competitive quotes, and shall award to the lowest responsible vendor with approval from the Purchasing Officer or designee. If all quotations exceed ~~\$120,00~~300,000 the process shall move to formal public bidding.

E. State Bids and Bidding Collectives

The City may, where applicable and cost effective, consider purchases under a State of Nebraska contract, vendor, bid, or cooperative purchase. In these situations, a vendor has extended the same terms and pricing to other governmental entities; therefore, the administrative burden and time is greatly reduced. In these instances, the Purchasing Officer or designee will work with State to secure the procurement terms and conditions. This item shall be presented to the City Council for consideration before execution.

F. Sole Source Procurement

Exemption from competitive procurement is permitted when a determination has been made by the Purchasing Officer, in consultation with a department head, that there is only one source reasonably available to provide a supply or service. The following instances permit the use of a sole source provider for procurement: 1). The vendor is the original equipment or service provider and required parts, equipment, or software are unavailable from another vendor; 2). Incompatibility or non-conformity with City owned equipment, materials, or software; or 3). The vendor provides a unique supply or service, and no similar supply or service is available or suitable. In rare instances sole source materials or equipment may have a substantial lead time for delivery. If such items require payment upon delivery or at a later date, and exceed ~~\$30,000~~90,000, approval by the City Council prior to order or procurement will be required. The Purchasing Officer, Department Head, or designee should consult with the City Administrator in all such instances for direction and guidance.

G. Political Subdivisions Construction Alternatives Act

When utilizing this mode of project completion, the City shall be in adherence to City Code, Chapter 100, Article II and Sections 13-2901-13-2914 of the Neb.Rev.Stat.

SECTION VIII: PROFESSIONAL SERVICES

Professional services occur when technical expertise or knowledge of a specialized field is critical to the performance of that service, typically in legal, engineering, architectural, financial, real estate, insurance, consulting, or information technology services. Such services may be solicited through a Request for Proposals (RFP) or Request for Qualifications (RFQ) at the discretion of the Purchasing Officer or City Council. The RFP or RFQ process may include notice of proposal, establishment of a receipt date and open, and a tabulation of all proposals received for the solicitation. If addendums are made to the solicitation, they shall be distributed to existing planholders and posted to the site in which the bid advertisement is visible. Such professional services shall be reviewed on the basis of the vendor's ability to perform the work, the experience of the assigned personnel and the firm, the quoted fee, and the proposed time frame for completion. A recommendation shall be made by the Purchasing Officer or designee and shall be considered by the City Council. Any contract awarded for such services may be written to reflect that services will continue until terminated by one of the parties.

SECTION IX - EMERGENCY PURCHASES Emergency purchases are considered only when adherence to normal purchasing policies and procedures would threaten: (1) the functioning of City government; (2) the preservation or protection of property, machinery, or equipment; and/or (3) the health or safety of any person. In the event of an emergency, which requires the immediate purchase of supplies, equipment, or contractual services exceeding \$5,000, the Purchasing Officer (or designee in their absence) with the concurrence of Mayor (or Council President in their absence) shall be authorized to secure the materials in the most expeditious, cost-effective manner possible. In these instances, a report of the circumstances of the emergency purchase shall be presented by the City Administrator at the next regularly scheduled Council meeting.

SECTION X - SURPLUS PROPERTY

The City shall dispose of surplus property according to Chapter 44, Section 1.26 of the City Code.

SECTION XI – APPLICABILITY TO REPAIRS AND MAINTENANCE TO BUILDINGS AND VEHICLES

This policy applies when the purchase of maintenance parts or the cost of repairs to vehicles or machinery exceeds \$500—including replacement of tires or batteries. In these instances, the Purchasing Officer or designee shall be contacted for prior approval or in emergency instances, notified as soon as possible thereafter.

SECTION XII - PROHIBITION OF CITY EMPLOYEE INVOLVEMENT

No public official or public employee, a member of that individual's immediate family, or business with which the individual is associated shall enter into a contract valued at two thousand dollars (\$2,000.00) or more, in any year, with a government body unless the contract is awarded through an open and public process. If deemed to provide a conflict of interest, a public official must abstain from a vote of consideration of the award. An open and public process includes prior public notice and subsequent availability for public inspection during the regular office hours of the contracting government body of the proposals considered and the contract awarded. No contract may be divided for the purpose of evading the requirement of this section. Purchases from City elected officials or appointed voluntary officials are allowable, provided said purchases comply with Chapter 100, Article I of City Code.

SECTION XIII - GIFTS AND REBATES

All City employees are expressly prohibited from accepting any fee, reward, gift or gratuity from any vendor, except in those instances where a departmental gift or gratuity is of nominal value.

SECTION XIV - COMPLIANCE WITH CITY PURCHASING POLICY Failure to comply with above purchasing policies may be cause for disciplinary action up to and including termination from City service at the discretion of the City Administrator.

LEGISLATURE OF NEBRASKA
ONE HUNDRED NINTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL 797

FINAL READING

Introduced by Urban Affairs Committee: McKinney, 11, Chairperson;
Cavanaugh, J., 9; Quick, 35; Rountree, 3.

Read first time January 07, 2026

Committee: Urban Affairs

- 1 A BILL FOR AN ACT relating to municipalities; to amend sections 16-321
- 2 and 17-568.01, Reissue Revised Statutes of Nebraska; to increase
- 3 minimum bidding amount requirements for cities of the first class,
- 4 cities of the second class, and villages as prescribed; and to
- 5 repeal the original sections.
- 6 Be it enacted by the people of the State of Nebraska,

1 **Section 1.** Section 16-321, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 16-321 (1) The city engineer of a city of the first class shall,
4 when requested by the mayor or city council, make estimates of the cost
5 of labor and material which may be done or furnished by contract with the
6 city and make all surveys, estimates, and calculations necessary to be
7 made for the establishment of grades, the building of culverts, sewers,
8 electric light systems, waterworks, power plants, public heating systems,
9 bridges, curbing, and gutters, the improvement of streets, and the
10 erection and repair of buildings and shall perform such other duties as
11 the city council may require. When the city has appointed a board of
12 public works, and the mayor and city council have by ordinance so
13 authorized, such board may utilize its own engineering staff and may hire
14 consulting engineers for the design and installation of extensions and
15 improvements of the works under the jurisdiction of the board of public
16 works. Whenever the mayor and city council have authorized the same, the
17 board of public works may purchase material and employ labor for the
18 enlargement or improvement of the systems and works under the
19 jurisdiction of the board.

20 (2) Except as provided in section 18-412.01, no contract for
21 enlargement or general improvements, such as water extensions, sewers,
22 public heating systems, bridges, work on streets, or any other work or
23 improvement when the cost of such improvement is assessed to the
24 property, costing over ninety ~~thirty~~ thousand dollars shall be made
25 unless it is first approved by the city council.

26 (3) Except as provided in section 18-412.01, before the city council
27 makes any contract in excess of ninety ~~thirty~~ thousand dollars for
28 enlargement or general improvements, such as water extensions, sewers,
29 public heating systems, bridges, work on streets, or any other work or
30 improvement when the cost of such enlargement or improvement is assessed
31 to the property, an estimate of the cost shall be made by the city

1 engineer and submitted to the city council. In advertising for bids as
2 provided in subsections (4) and (6) of this section, the city council may
3 publish the amount of the estimate.

4 (4) Advertisements for bids shall be required for any contract
5 costing over ninety ~~thirty~~ thousand dollars entered into (a) for
6 enlargement or general improvements, such as water extensions, sewers,
7 public heating systems, bridges, work on streets, or any other work or
8 improvement when the cost of such enlargement or improvement is assessed
9 to the property, or (b) for the purchase of equipment used in the
10 construction of such enlargement or general improvements.

11 (5) A municipal electric utility may enter into a contract for the
12 enlargement or improvement of the electric system or for the purchase of
13 equipment used for such enlargement or improvement without advertising
14 for bids if the price is: (a) Ninety ~~Thirty~~ thousand dollars or less; (b)
15 one hundred eighty ~~sixty~~ thousand dollars or less and the municipal
16 electric utility has gross annual revenue from retail sales in excess of
17 one million dollars; (c) two hundred fifty ~~ninety~~ thousand dollars or
18 less and the municipal electric utility has gross annual revenue from
19 retail sales in excess of five million dollars; ~~or~~ (d) three ~~one~~ hundred
20 ~~twenty~~ thousand dollars or less and the municipal electric utility has
21 gross annual revenue from retail sales in excess of ten million dollars;
22 (e) five hundred thousand dollars or less and the municipal electric
23 utility has gross annual revenue from retail sales in excess of twenty
24 million dollars; (f) seven hundred fifty thousand dollars or less and the
25 municipal electric utility has gross annual revenue from retail sales in
26 excess of thirty million dollars; or (g) one million dollars or less and
27 the municipal electric utility has gross annual revenue from retail sales
28 in excess of seventy-five million dollars.

29 (6) The advertisement provided for in subsections (3) and (4) of
30 this section shall be published at least seven days prior to the bid
31 closing in a legal newspaper in or of general circulation in the city. In

1 case of a public emergency resulting from infectious or contagious
2 diseases, destructive windstorms, floods, snow, war, or an exigency or
3 pressing necessity or unforeseen need calling for immediate action or
4 remedy to prevent a serious loss of, or serious injury or damage to,
5 life, health, or property, estimates of costs and advertising for bids
6 may be waived in the emergency ordinance authorized by section 16-405
7 when adopted by a three-fourths vote of the city council and entered of
8 record.

9 (7) If, after advertising for bids as provided in subsections (3),
10 (4), and (6) of this section, the city council receives fewer than two
11 bids on a contract or if the bids received by the city council contain a
12 price which exceeds the estimated cost, the mayor and the city council
13 may negotiate a contract in an attempt to complete the proposed
14 enlargement or general improvements at a cost commensurate with the
15 estimate given.

16 (8) If the materials are of such a nature that, in the opinion of
17 the manufacturer and with the concurrence of the city council or board of
18 public works, no cost can be estimated until the materials have been
19 manufactured or assembled to the specific qualifications of the city, the
20 city council or board of public works may authorize the manufacture and
21 assemblage of such materials and may thereafter approve the estimated
22 cost expenditure when it is provided by the manufacturer.

23 **Sec. 2.** Section 17-568.01, Reissue Revised Statutes of Nebraska, is
24 amended to read:

25 17-568.01 (1) The city engineer in a city of the second class or
26 village engineer shall, when requested by the mayor, city council, or
27 village board of trustees, make estimates of the cost of labor and
28 material which may be done or furnished by contract with the city or
29 village and make all surveys, estimates, and calculations necessary to be
30 made for the establishment of grades, the building of culverts, sewers,
31 electric light systems, waterworks, power plants, public heating systems,

1 bridges, curbing, and gutters, the improvement of streets, and the
2 erection and repair of buildings and shall perform such other duties as
3 the city council or village board of trustees may require.

4 When a city of the second class has appointed a board of public
5 works, and the mayor and city council have by ordinance so authorized,
6 the board of public works may utilize its own engineering staff and may
7 hire consulting engineers for the design and installation of extensions
8 and improvements of the works under the jurisdiction of the board of
9 public works. Whenever the mayor and city council have authorized the
10 same, the board of public works may purchase material and employ labor
11 for the enlargement or improvement of the systems and works under the
12 jurisdiction of the board of public works.

13 (2) Except as provided in section 18-412.01, no contract for
14 enlargement or general improvements, such as water extensions, sewers,
15 public heating systems, bridges, work on streets, or any other work or
16 improvement when the cost of such enlargement or improvement is assessed
17 to the property, costing over ninety ~~thirty~~ thousand dollars shall be
18 made unless it is first approved by the city council or village board of
19 trustees.

20 (3) Except as provided in section 18-412.01, before the city council
21 or village board of trustees makes any contract in excess of ninety
22 ~~thirty~~ thousand dollars for enlargement or general improvements, such as
23 water extensions, sewers, public heating systems, bridges, work on
24 streets, or any other work or improvement when the cost of such
25 enlargement or improvement is assessed to the property, an estimate of
26 the cost shall be made by the city engineer or village engineer and
27 submitted to the city council or village board of trustees. In
28 advertising for bids as provided in subsections (4) and (6) of this
29 section, the city council or village board of trustees may publish the
30 amount of the estimate.

31 (4) Advertisements for bids shall be required for any contract

1 costing over ninety thirty thousand dollars entered into (a) for
2 enlargement or general improvements, such as water extensions, sewers,
3 public heating systems, bridges, work on streets, or any other work or
4 improvement when the cost of such enlargement or improvement is assessed
5 to the property, or (b) for the purchase of equipment used in the
6 construction of such enlargement or general improvements.

7 (5) A municipal electric utility may enter into a contract for the
8 enlargement or improvement of the electric system or for the purchase of
9 equipment used for such enlargement or improvement without advertising
10 for bids if the price is: (a) Ninety Thirty thousand dollars or less; (b)
11 one hundred eighty sixty thousand dollars or less and the municipal
12 electric utility has gross annual revenue from retail sales in excess of
13 one million dollars; (c) two hundred fifty ninety thousand dollars or
14 less and the municipal electric utility has gross annual revenue from
15 retail sales in excess of five million dollars; ~~or~~ (d) three one hundred
16 ~~twenty~~ thousand dollars or less and the municipal electric utility has
17 gross annual revenue from retail sales in excess of ten million dollars;
18 (e) five hundred thousand dollars or less and the municipal electric
19 utility has gross annual revenue from retail sales in excess of twenty
20 million dollars; (f) seven hundred fifty thousand dollars or less and the
21 municipal electric utility has gross annual revenue from retail sales in
22 excess of thirty million dollars; or (g) one million dollars or less and
23 the municipal electric utility has gross annual revenue from retail sales
24 in excess of seventy-five million dollars.

25 (6) The advertisement provided for in subsections (3) and (4) of
26 this section shall be published at least seven days prior to the bid
27 closing in a legal newspaper in or of general circulation in the city or
28 village. In case of a public emergency resulting from infectious or
29 contagious diseases, destructive windstorms, floods, snow, war, or an
30 exigency or pressing necessity or unforeseen need calling for immediate
31 action or remedy to prevent a serious loss of, or serious injury or

1 damage to, life, health, or property, estimates of costs and advertising
2 for bids may be waived in the emergency ordinance authorized by section
3 17-613 when adopted by a three-fourths vote of the city council or
4 village board of trustees and entered of record.

5 (7) If, after advertising for bids as provided in subsections (3),
6 (4), and (6) of this section, the city council or village board of
7 trustees receives fewer than two bids on a contract or if the bids
8 received by the city council or village board of trustees contain a price
9 which exceeds the estimated cost, the mayor and the city council or
10 village board of trustees may negotiate a contract in an attempt to
11 complete the proposed enlargement or general improvements at a cost
12 commensurate with the estimate given.

13 (8) If the materials are of such a nature that, in the opinion of
14 the manufacturer and with the concurrence of the city council, village
15 board of trustees, or board of public works, no cost can be estimated
16 until the materials have been manufactured or assembled to the specific
17 qualifications of the purchasing municipality, the city council, village
18 board of trustees, or board of public works may authorize the manufacture
19 and assemblage of such materials and may thereafter approve the estimated
20 cost expenditure when it is provided by the manufacturer.

21 **Sec. 3.** Original sections 16-321 and 17-568.01, Reissue Revised
22 Statutes of Nebraska, are repealed.

4. Consideration of a Special Designated Liquor License by The Wandering Well (License #CK 123549) for an Event to be Held 1625 Fairgrounds Circle on October 17, 2026 - City Clerk Bargmann

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

The Wandering Well

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

427 South Showboat Blvd Hastings, NE 68901

Retail Liquor License Address or Non-Profit Business Address

CK 123549

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

10/17/2026

Event Start Time(s):

4:00pm

Event End Time(s):

1:00am

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: Seward County Fairgrounds- Harvest Hall

Event Street Address/City: 1625 Fairgrounds Circle Seward, NE 68434

Indoor area to be licensed in length & width: 70 X 120

Outdoor area to be licensed in length & width: X (Diagram Form #109 must be attached)

Type of Event: Reception Estimate # of attendees: 200

Type of alcohol to be served: Beer X Wine X Distilled Spirits X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Theresa Parr Event Contact Phone Number: 402.461.0449

Event Contact Email: thewanderingwellnebraska@gmail.com

*Signature Authorized Representative:  Printed Name Theresa Parr

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of **OR** County of approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

5. Update on the Consideration of a Revised Interlocal Agreement with the Seward County Rural Fire Protection District Providing Fire Protection and Emergency Services (TABLED 6/16/26) - City Administrator Butcher

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

Robert I. Blevens
bobblevens@windstream.net

Gregory C. Damman
gregdamman@windstream.net

April 30, 2026

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

Village of Beaver Crossing
800 Dimery
Beaver Crossing, NE 68313

Tamora Fire Department
Tamora, NE 68434

Village of Utica
466 1st St
Utica, NE 68456

Village of Goehner
Box 113
Goehner, NE 68364

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

Village of Garland
104 4th St
Garland, NE 68360

Village of Cordova
395 Helen St
Cordova, NE 68330

Village of Bee
220 Elm St.
Bee, NE 68314

City of Milford
402 1st St
Milford, NE 68405

City of Seward
537 Main
Seward, NE 68434

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

To the Clerk of Each Municipality.

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

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

Thank you,

Robert I. Blevens

INTERLOCAL FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT

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

1. PARTIES

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

2. PURPOSE

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

3. TERM

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

4. RELATIONSHIP OF PARTIES

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

5. CONSIDERATION

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

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

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

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

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

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

6. USE OF FUNDS.

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

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

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

determinations.

7. BUDGETING AND ACCOUNTING

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

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

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

8. SCOPE OF SERVICES.

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

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

9. INDEMNIFICATION

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

10. INSURANCE

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

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

11. LIABILITY

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

12. SINKING FUND/ EQUIPMENT BONDS/TRAINING ALLOWANCE.

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

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

13. EQUIPMENT OWNERSHIP AND RETIREMENT

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

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

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

14. TERMINATION

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

15. DISPUTE RESOLUTION

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

16. ENTIRE AGREEMENT

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

17. AMENDMENT

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

18. SEVERABILITY

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

19. GOVERNING LAW

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

SIGNATURE PAGE IS ATTACHED

Dated this 21 day of April, 2026.

SIGNATURES

SEWARD COUNTY RURAL FIRE PROTECTION DISTRICT

Attest: Don Pappert
Secretary

By: [Signature]
President

CITY OF SEWARD MUNICIPALITY

Attest: _____
Clerk

By: _____
Mayor / Village Chairman

Municipal/Volunteer Fire Department

By _____
President

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

Robert I. Blevens
bobblevens@windstream.net

Gregory C. Damman
gregdamman@windstream.net

June 1, 2026

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

Village of Beaver Crossing
800 Dimery
Beaver Crossing, NE 68313

Tamora Fire Department
Tamora, NE 68434

Village of Utica
466 1st St
Utica, NE 68456

Village of Goehner
Box 113
Goehner, NE 68364

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

Village of Garland
104 4th St
Garland, NE 68360

Village of Cordova
395 Helen St
Cordova, NE 68330

Village of Bee
220 Elm St.
Bee, NE 68314

City of Milford
402 1st St
Milford, NE 68405

✓ City of Seward
537 Main
Seward, NE 68434

RE: EXHIBIT "1: CAPITAL EQUIPMENT SINKING FUND ALLOCATION

To the Clerk of Each Municipality.

The attached addendum needs to be attached to your copy of the Rural Fire District Contract sent out on May 15th. It basically provides that the money previously allocated to departments on a rotating basis (ie \$100,000 fire, \$50,000 rescue, and \$25,000 first response), will be annually divided between the departments so it can be used annually or accumulated. Before, each department received the full allocation on a rotating basis. If your department does not spend its allocation during the year, it will be held in the District's account to be used in a later year. If your department was allocated payments between 2021 and 2026 and has not expended those prior allocations before June 30, 2026, the unused portion will also be allocated to your sinking fund balance with the District and will not be forfeited.

This will make the funds more readily available to those departments that are not interested in holding it for one large expenditure.

If you have any questions, give me a call.

Thanks

Bob Blevens

EXHIBIT #1 -- CAPITAL EQUIPMENT SINKING FUND ALLOCATIONS

This exhibit sets forth the District's policy for capital equipment sinking fund allocations for the all cities and villages providing fire protection with the District under the fire contract commencing July 1, 2026 and modifies the manner of capital equipment sinking fund payments that were expended under its contracts which will expire at the end of the District's 2025-2026 fiscal year ending June 30, 2026.

SECTION 1. FIRE APPARATUS AND EQUIPMENT SINKING FUND

Commencing with the District fiscal year beginning July 1, 2026, and for each fiscal year thereafter unless modified by the District, the District shall levy an annual sinking fund appropriation, currently One Hundred Thousand Dollars (\$100,000.00), for the purpose the purchase of replacement or additional fire apparatus and rolling stock by its contracting Municipalities in Seward County.

The annual allocation shall be divided equally among the eleven (11) participating Municipalities (through their departments providing fire protection services pursuant to contract with the District.

Each participating municipality shall be eligible to receive reimbursement from its allocated portion of the sinking fund for actual expenses incurred during the applicable fiscal year for the purchase of:

1. Replacement or additional fire apparatus; or
2. Equipment used in connection with fire apparatus, including pumps, tanks, mounted firefighting equipment, rescue tools, hose systems, communication equipment, and other equipment reasonably necessary for fire suppression or rescue operations.

Payments from the District shall be made during each fiscal year upon submission of documentation evidencing eligible expenditures incurred during that fiscal year.

Any portion of a department's annual allocation not expended during a fiscal year shall remain credited to the sinking fund account allocated to that municipality or department and may accumulate for use in future fiscal years toward the purchase of fire apparatus or fire apparatus-related equipment.

SECTION 2. AMBULANCE VEHICLE AND EQUIPMENT SINKING FUND

Commencing with the District fiscal year beginning July 1, 2026, and for each fiscal year thereafter unless modified by the District, the District shall levy an annual sinking fund appropriation, currently Fifty Thousand Dollars (\$50,000.00), for the purpose the purchase of replacement or additional fire and rescue apparatus and rolling stock by its contracting Municipalities in Seward County..

The total annual allocation shall be divided equally among those departments providing ambulance service pursuant to contract with the District. Each ambulance service department shall be eligible for reimbursement for actual expenses incurred during the applicable fiscal year for the purchase of:

1. A replacement or additional ambulance; or
2. Equipment used in connection with ambulance services, including medical equipment, ambulance-mounted equipment, and other equipment reasonably necessary for ambulance operations.

Payments from the District shall be made following the end of each fiscal year upon submission of documentation of eligible expenditures incurred during that fiscal year.

Any portion of a department's annual ambulance allocation not expended during a fiscal year shall remain credited to the sinking fund account allocated to that department and may accumulate for use in future fiscal years toward the purchase of an ambulance or ambulance-related equipment.

SECTION 3. FIRST RESPONSE VEHICLE AND EQUIPMENT SINKING FUND

The District shall allocate funding to departments that provide first response services but do not provide ambulance service. Each such department shall be allocated an amount equivalent to one-half of the annual ambulance allocation paid to each ambulance service department for the purpose of acquiring replacement or additional first response vehicles and first response equipment.

Eligible expenditures include the purchase of replacement or additional first response vehicles and equipment used in connection with first response services, including rescue, medical response, and related emergency response equipment.

Payments from the District shall be made following the end of each fiscal year upon submission of documentation evidencing eligible expenditures incurred during that fiscal year.

SECTION 5. UNUSED ALLOCATIONS OF SINKING FUND PAYMENTS FOR PRIOR YEARS.

The sinking fund allocation for fire, ambulance and first response to any Municipality which was scheduled for payable for the years 2021 through 2026 under the District's prior sinking fund program which have not been fully expended will be added to the Municipality's sinking fund allocation available for expenditure by the Municipality.

SECTION 5. PURPOSE AND LIMITATION OF FUNDS

All allocations described in this Addendum are intended solely as capital equipment sinking fund allocations to assist participating municipalities and departments in acquiring major emergency response vehicles and equipment. Such funds shall not be used for routine operating expenses, personnel costs, or general maintenance except where directly associated with the purchase or installation of eligible equipment.

SECTION 6. EFFECTIVE DATE

This Addendum shall become effective beginning with the District fiscal year commencing July 1, 2026, and shall remain in effect unless modified by written agreement of the parties.

SECTION 7. AMENDMENT/TERMINATION

The District reserves the right to amend, restate, suspend, or terminate sinking fund payments in its sole discretion and no municipality shall have any vested in said funds until they have been expended for the benefit of the Municipality and the equipment purchased has been received by the Municipality.

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CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 8/4/2026

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

- Monitoring a number of street projects including East Seward (final items), design on East Hillcrest, design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway. Working on cellular installations, electric connections, fiber connections and demolition planning for old tower.
- Check in meeting with Building and Zoning Staff.
- NPPD Billable Demand Weekly Call.
- Held weekly Department Head Meetings.
- Worked on numerous Budget items with the Finance Director, reviewed end of the year estimates, also finalized CIP items.
- Assisted with the CEO search for SCCDP.
- Attended NPPD Wholesale Customer meeting in Norfolk. Spoke on the Large Load Rate Panel for mitigation of financial loss do to a potential large load user.
- Golf Team Meeting to review planning items for next season and updates on current season status.
- Online meeting for NPPD on the new load process.
- Met with County Commissioners to discuss potential Seward County water study.
- DARI bi-weekly trailer meeting with project teams from DARI and City.
- Reviewed lead service line replacement planning with Water/Wastewater Director Koll.
- Attended rural fire board meeting to discuss language in new interlocal agreement.
- Met with Jones Group to get updated FY 26-27 health insurance rates.
- Met with a citizen regarding follow up items on a police investigatory matter.
- Met with representatives from Gerhold Concrete/Lyman Richey along with City Engineer Oneby to discuss plant operations and quality control.
- Out of the office afternoon of 5/24 for vacation item.

Building Inspection/Planning Department

- Planning Commission – Bluff Country Estates Final Plat.
- DARI LLC – Primus Trailer.
- Plan reviews – Walmart sign permit.
- Fairway Woods – Plans sent to Electric and Water; meet about changes in comparison to subdivision agree.
- Northern Natural Gas – Will be surveying the pipeline on city property and will be dressed and badged appropriately for identification, no timeline given.
- 437 S 6th St – Scheduled to burn mid-August; Asbestos check complete and satisfactory.

City Clerk/Human Resources/City Hall

- DR-4896 (August): Cat A & F finish
- Meet with Jones Group about FY27 rates
- Surplus List: Auction set for August 18th.

Civic Center

- Entryway ramps pouring in progress.
- Meet with Sweet Tea Marketing about advertisement for building fundraising.

Electric Department

- Relocate overhead transformer on S 2nd Street.
- Start infrared scan of system.

- Set transformer Ben Benson.
- Outage on Tenneco's AC units on 7/28 to land 600-amp t-body's.
- Attend power and equipment show in Norfolk on 7/29 & 7/30.

Engineering

- E Hillcrest Dr Project – comments for 90% design review
- Seward East Bridge – additional title reports for NEMA/FEMA
- Lane mile report by 7/30
- Temporary Treatment Project – influent wet well design meeting
- FY26 Budget – 4th Quarter CIP.
- Seward Recycling Center Project – cost estimates for two alternatives, recommendation.

Finance Department

- Claims.
- Utility shutoffs on 7/27.

Library

- End of summer reading program on 7/30, finale party.
- United for Libraries Virtual Conference 7/28 – 7/30.
- Nebraska archaeology program on 7/30 .

Parks and Rec/Cemetery/Golf/Pool

- Finish installing bleacher at Plum Creek #4; project clean-up.
- Tree cleanup at golf course.
- Mowing & Spraying; Ballfield prep for softball camp.

Police Department

- Little Cubs Daycare Tour at the PD on 7/29.
- Fair recap – overall quiet event, minor issues.

Street Department

- Work on Wellness Center pad.
- Work on S Columbia Ave repairs.
- Mosquito spraying; mowing; clean shop.

Water/Wastewater Department

- Repair service line leaks.
- Temp Treatment meeting on 7/28.
- GIS survey meeting on 7/28.
- Water Study meeting on 7/29.
- Lead Service Line Plan due in 2027.

Seward Wellness Center

- Youth VB camp on 7/28-7/29.
- Hosting Library summer reading finale party on 7/30.
- Tackle football parents meeting on 8/2

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

1. Strategy Session with City Attorney Regarding 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 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