



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

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**Tuesday, January 18, 2022**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, January 18, 2022, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

City financial claims and related invoices will be available for Council member review, audit and voluntary signatures at Council Chambers beginning 30 minutes prior to the scheduled meeting time.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS**

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

**ROLL CALL**

**MINUTES**

1. Draft Minutes of January 4, 2022 Council Meeting - City Clerk Bargmann

January 4, 2022

The Seward City Council met at 7:00 p.m. on Tuesday, January 4, 2022 with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, and Police Sergeant Allison Sommerfeld.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Municipal Building, Seward County Courthouse, CityofSewardNE.com, and Seward Memorial Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted in the Council Chambers of the Municipal Building and copies are available where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. 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.

APPROVAL OF MINUTES OF DECEMBER 21, 2021 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Kolterman, that the minutes of the December 21, 2021 City Council meeting be approved.

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

Nay: None.

Absent: None. Motion carried.

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports

CLAIMS LIST

1-4-22

COUNCIL MEETING

Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU,

January 4, 2022

Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities,

ADE	SU	70.00
AKRS Equipment Inc	RE	144.82
Altec Industries Inc	SU	1,907.14
ARPS	GU	9,519.00
AXOM	SE	241.71
Bizco Technologies	IT	2,995.75
Bluestem Network LLC	SE	100.00
Bode Adam	OP	90.00
Border States Industries	IV	998.04
Brandl John	OP	90.00
Campbell Cleaning	SE	1,350.00
Capital Business-Dallas	MA	360.00
Cerny Dan	OP	90.00
Chase Card Service		3,804.09
Amazon	SU	571.93
Blue360	SU	272.00
Constant Contact	SE	20.00
Costco	SU	470.79
DHHS	MS	5.00
Dragon Palace	ML	134.41
Dungarees	UN	144.44
Flashlight Distributer	SU	2.40
Microsoft	SE	167.42
Neb Notary	MS	70.00
Northern Power Equip	TO	168.65
Runza	ML	99.41
Sam's Club	SU	506.86
USPS	PO	16.75
Valentino's	ML	172.34
Walmart	SU	621.98
Workwear	UN	145.82
Zoom	SE	213.89
Chelewski Kent	OP	90.00
City Seward Buildings/Gr	RI	3,000.00
City Seward Electric Fund	UT	35,662.75
City Seward Library Petty	PO	192.16
City Seward Payroll Accou	SA	158,309.84
City Seward Perpetual Fd	SL	1,050.00
Conner Roofing Co Inc	FA	8,560.00
Core Robert	OP	90.00
Eakes Office Solutions	SU	159.65
Fastenal Company	SU	37.84
Fisher Zachary G	OP	90.00
Foltz Fred	SE	150.00
G & P Development Landfill	SE	62.00
GALLS LLC	UN	99.92
H & S Plumbing Heating &	BU	439.89
Hach Company	MA	788.00
Hans Jared	OP	90.00
Hartmann Custom Service C	CI	18,636.35
Hauder Alex	OP	90.00
Herald Cody	OP	90.00

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HireRight LLC	SE	134.16
Hobson Automotive & Tire	RE	226.88
Hoffschneider Law PC LLO	SE	4,750.00
Home Depot Pro	SU	40.30
Husker Electric Supply Co	IV	2,797.88
Hydraulic Equipment Servi	RE	125.19
Interstate All Battery Ce	OP	519.90
J E O Consulting Group In	SE	3,341.00
Janicek Gary M	OP	90.00
Kahler Daniel S	OP	90.00
Last Mile Network Consult	IT	75.30
Lincoln Winwater Works	RE	616.13
Menards North	GU	588.98
Mid-American Benefits Inc	BE	1,237.68
Midwest Automotive	RE	515.43
Nebraska Health Environme	MA	550.00
Nebraska Rural Electric A	TG	1,350.00
Norris Public Power Distr	UT	1,057.81
Northern Safety Co Inc	SU	184.79
O'Kief John F	OP	90.00
Olsson	SE	2,196.54
O'Reilly Automotive Inc	OI	6.39
Orscheln Farm & Home	SU	525.70
Pedersen Brent	OP	90.00
Policky Brandon A	RI	220.00
Pollak Douglas W	OP	90.00
Quill Corp	SU	126.96
Rathjen Shad	OP	90.00
Reed Electric	BU	214.50
Richtig Tim L	OP	90.00
Ruether Larry L	OP	90.00
Rumery Lawn & Landscape	SE	227.50
Seward Electronics	SU	375.86
Short Elliott Hendrickson	SE	15,016.64
Spickelmier & Son Inc	SE	1,800.00
Time Warner Cable	SE	749.14
Ty'S Outdoor Power & Serv	RE	65.90
U S A Bluebook - Cust 812	SU	903.38
U S Cellular	SE	261.93
U S Postal Service	SE	265.00
Verizon Wireless	SE	307.83
Vulcan Industries Inc	RE	1,163.00
Wesco Distribution Inc	IV	1,449.85
York County Emergency M	SE	3.20
York Equipment	RE	103.17
CLAIMS TOTAL		\$294,262.87

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

Nay: None.

Absent: None. Motion carried.

**ADMINISTRATIVE ITEMS**

1. CONSIDERATION OF AUTHORIZATION FOR THE CITY OF SEWARD TO PROVIDE A LETTER OF INTENT TO THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT FOR APPLICATION TO THE COMMUNITY AND CIVIC CENTER FINANCING FUND (CCCCF) PROGRAM

January 4, 2022

Dr. Matt Dominy (1970 Rainbow Avenue), representing the Seward Wellness Committee was present to discuss the CCCFF application. He mentioned the funds can be used for construction of wellness centers and that CCCFF grant funds cannot account for more than 50% of the total project costs. For communities with a population of 10,000 residents or less, the maximum award amount is \$375,000 and as such, the Committee intends to apply for these funds. The application is due by February 15, 2022 with the award date of March 30, 2022 and a two year contract term. The Committee requests the Mayor to sign a letter of intent for application of these funds.

Councilmember Kolterman inquired about the Committee's application for the shovel-ready grant through the Nebraska Department of Economic Development. Dr. Dominy responded that this was submitted by the July 1, 2021 deadline and currently the Committee is preparing their list of donors received before December 31<sup>st</sup> to confirm their matching funds.

Councilmember Hendrix inquired about the designation of this project as a municipal project and if an agreement has been completed between the City and the Committee. City Administrator Butcher responded that the application requires a non-profit to apply for the shovel-ready grant and that the agreement will be executed should the application be successful. The agreement structure would be as follows: the donated land would be in the name of the non-profit entity, the constructed building would be owned by the City, and a lease would be executed between the Committee and City for a lengthy term.

Councilmember Beck queried about the contract term and schedule. Dr. Dominy responded that if successful, the CCCFF funds would need to be utilized by March 1, 2024 and that these funds could be utilized for project start-up funds if that is desired.

Councilmember Singleton moved, seconded by Councilmember Beck to authorize the Mayor to sign a letter of intent to apply for CCCFF funding.

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

Nay: Hendrix.

Absent: None. Motion carried.

2. ACKNOWLEDGE RECEIPT OF CLAIM FROM DON BLOEBAUM, 161 PLUM CREEK LANE, SEWARD NE FOR PERSONAL PROPERTY DAMAGE IN THE AMOUNT OF \$1,522.97 AND FORWARD TO THE CITY ATTORNEY AND CITY'S INSURANCE CARRIER

Mr. Butcher mentioned that the City Attorney has reviewed the claim and recommends it be forwarded to the City's insurance carrier.

Councilmember Miller moved, seconded by Councilmember Singleton, to forward Don Bloebaum's claim to the City's Insurance Carrier.

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

Nay: None.

Absent: None. Motion carried.

3. AUTHORIZATION FOR MAYOR TO SIGN ALL DOCUMENTS RELATED TO THE CITY OF SEWARD'S CERTIFICATE OF COMPLIANCE TO THE MAINTENANCE AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION

Mr. Butcher identified this item as a standard maintenance agreement with the Nebraska Department of Transportation.

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Councilmember Kolterman moved, seconded by Councilmember Beck, to authorize the Mayor to sign all documents related to the City of Seward's certificate of compliance to the maintenance agreement with the Nebraska Department of Transportation.

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

**REPORTS**

**1. CITY ADMINISTRATOR'S REPORT**

Councilmember Singleton moved, seconded by Councilmember Kolterman, that City Administrator Butcher's report of January 4, 2022 be accepted.

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

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION**

Councilmember Hendrix - missing downtown trash bins.

**ANNOUNCEMENT OF UPCOMING EVENTS**

January 25, 2022 - Coffee & Contacts (Bell Chiropractic)  
January 27, 2022 - COVID Zoom briefing  
January 31, 2022 - SCCDP Annual Awards Banquet

**MOTION TO ADJOURN**

Councilmember Singleton moved, seconded by Councilmember Miller, that the January 4, 2022 City Council Meeting be adjourned.

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

Adjourned approximately 7:20 p.m.

THE CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann  
City Clerk

**CONSENT AGENDA**

1. Claims & Payables Reports

## CLAIMS LIST

1-18-22

## COUNCIL MEETING

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

ADE	RE	305.00
AKRS Equipment Inc	RE	659.94
All Copy Products Inc	MA	19.15
All Road Barricades Inc	SU	447.84
Altec Industries Inc	TO	229.39
Amazon.Com Credit Service	SU	1,849.79
American Fence Co Lincoln	GU	375.53
Anderson Auto Group	RE	1,941.04
ARPS	CI	630.00
Autographix Inc	MC	150.00
Baker & Taylor	SU	2,710.09
Baldinger Charlotte	MI	4.48
Beaver Hardware	SU	78.97
Bern'S Body Shop	RE	1,077.81
Bizco Technologies	IT	11,610.57
Black Hills Energy	UT	2,081.65
Blue Cross Blue Shield Ne	BE	62,372.78
Blum Brittany	MC	40.00
Border States Industries	IV	774.03
Capital Autoglass	RE	549.79
Capital Business-Cheyenne	MA	9.34
Carroll Construction Supp	SU	208.00
Chapters Books & Gifts	SU	47.98
Cheng Heidi	SE	200.00
City Seward Library Petty	PO	70.20
City Seward Merchant Serv	SE	2,170.51
Cornhusker International	RE	1,843.43
Danko Emergency Equipment	EQ	367.04
Dworak Tim	OP	90.00
E M C Insurance Companies	BE	500.00
Ecolab	SU	30.66
Eso Solutions Inc	IT	1,932.00
Farmers Coop Seward	GS	7,446.80
Fast Mart	GS	98.56
FYR-TEK	RE	2,476.98
Gehring Construction	CI	161,053.37
Great Plains Communicatio	SE	490.00
Hansen Dan	OP	90.00
Hawkins Inc	MA	1,271.52
Helmlink Printing/Grph Inc	SE	65.00
Hobson Automotive & Tire	RE	187.84
Husker Electric Supply Co	BU	775.70
Hydraulic Equipment Servi	EQ	98.09
Jackson Services Inc	SU	122.46
Johnson Controls Inc	SU	661.42
Kocian Tyler	OP	90.00
Last Mile Network Consult	IT	90.00

Lintt Mark	OP		90.00
Lynn Peavey Co	SU		108.36
Matheson Tri-Gas Inc	OP		130.80
Memorial Health-Drug	SE		584.00
Mid-American Benefits Inc	BE		2,339.23
Midwest Auto Parts	SU		350.71
Midwest Laboratories Inc	MA		921.58
Miers Robert M	OP		90.00
Municipal Supply Omaha	RE		152.45
Nat'L Audio Company	SU		166.00
Nebraska Equipment Inc	OI		66.66
Nebraska Generator	RE		1,447.18
Niemann'S Port-A-Pot Llc	SE		75.00
Norris Public Power Distr	UT		852.00
Oborny Tanner	OP		90.00
Odeys Inc	SU		832.50
Olsson	SE		10,730.00
One Call Concepts Inc	SE		49.62
One Source Background Che	SE		19.00
O'Reilly Automotive Inc	SU		122.68
Orscheln Farm & Home	SU		781.44
Pac 'N' Save Discount Foo	ML		1,725.35
Piitz Lonnie	SE		150.00
Plunkett'S Pest Control	BU		96.59
Principal Financial Group	BE		2,406.66
Quill Corp	SU		394.79
Richters Inc	BU		97.55
Sam'S Club (Lib-Rec-Pool)	MS		192.60
Santo Whitney	MC		40.00
Schemmer Architects Engin	CI		1,740.00
Schranz Jacquelyn	RI		293.46
Seward County Chamber & D	RI		153.03
Seward County Independent	PU		1,070.33
Seward County Treasurer	SE		15,949.25
Seward Lumber & Home Cent	SU		1,112.43
Seward Veterans Foreign W	SU		80.00
Seward Wind Llc	UT		39,152.51
Sparqdata Solutions	MS		4,100.00
Title Services Of Blue Va	FA		325.00
Tk Elevator Corp	MS		2,016.00
United Rentals	OP		1,135.88
Verizon Wireless	SE		258.24
Vessco Inc	OP		265.71
Visa - Pinnacle Bank			948.11
Bluestem	SE	115.00	
Demco	SU	312.80	
Game & Fish	MS	40.00	
Harlequin	SU	27.93	
Hemmings	MS	47.95	
Menard's	SU	43.88	
Sam's Club	SU	168.85	
Walmart	SU	175.67	
Zoom	SE	16.03	
Voehl Cindy	MI		7.28
Watson Wendell B	OP		90.00
Web Cemeteries	FA		7,340.70
Wesco Distribution Inc	IV		1,165.23
White Cap	FA		10,386.88
Windstream Nebraska Inc	SE		1,965.31
Woods & Aitken Llp	SE		732.00

York Equipment

FA  
CLAIMS TOTAL

25,412.74  
\$411,197.59

## 2. City Treasurer Report

TREASURER'S REPORT	MONTH OF: DECEMBER 2021					
VARIANCE AT: 25.00%						
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	11,140,850	2,551,248	23%	8,589,602	2,452,574	98,675
ELEC BOND PYMT						
WATER	2,814,772	508,058	18%	2,306,714	501,095	6,962
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	1,621,264	470,280	29%	1,150,984	444,592	25,688
WWTW BOND PYMT						
WWTW SINKING FUND	15,000	- 0 -	0%	15,000	- 0 -	- 0 -
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>15,611,886</b>	<b>3,529,586</b>	<b>23%</b>	<b>12,082,300</b>	<b>3,398,261</b>	<b>131,325</b>
GENERAL (LESS DONATIONS)						
DONATIONS						
LEGAL						
POLICE	7,900	588	7%	7,312	1,253	(664)
E911						
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
STREET	2,060,578	290,171	14%	1,770,407	323,105	(32,935)
STREET STP	149,947	1	0%	149,946	1	(0)
DEBT SERVICE	875,448	373,521	43%	501,927	418,261	(44,740)
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	196,773	(196,773)
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	300,000	17,110	6%	282,890	42,042	(24,932)
BLDGS & GRDS (CITY HALL)	36,000	9,000	25%	27,000	9,000	- 0 -
CIVIC CENTER	266,671	32,979	12%	233,692	46,839	(13,859)
LIBRARY	74,583	22,076	30%	52,507	4,843	17,233
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PUBLIC PROPERTIES	26,250	1,253	5%	24,997	14,229	(12,976)
CEMETERY	50,000	16,675	33%	33,325	14,250	2,425
GOLF COURSE	279,100	21,554	8%	257,546	24,482	(2,928)
NEW PARK DEVELOPMENT	70	15	22%	55	23	(8)
NEW CEMETERY DEVELOPMENT	180	46	25%	134	69	(24)
GUTHMAN TRUST - REGULAR	260	91	35%	169	93	(2)
GUTHMAN TRUST - PAVING	20	5	24%	15	7	(2)
PERPETUAL CARE - PRINCIPAL	7,000	3,000	43%	4,000	2,550	450
PERPETUAL CARE - INTEREST	220	57	26%	163	82	(25)
BLDGS & GRDS (OTHER)	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BUILDING INSPECTION	95,550	18,029	19%	77,521	25,405	(7,375)
FIRE (LESS DONATIONS)	50,000	36	0%	49,964	- 0 -	36
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
FIRE EQUIPMENT SINKING FUND	62,800	204	0%	62,596	727	(523)
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,100	9,812	192%	(4,712)	1,232	8,580
ENGINEER	116,416	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL (LESS DONATIONS)	80,050	- 0 -	0%	80,050	467	(467)
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -
CONCESSION STAND	800	- 0 -	0%	800	- 0 -	- 0 -
SWIMMING LESSONS	17,000	- 0 -	0%	17,000	- 0 -	- 0 -
RECREATION	35,650	10,308	29%	25,342	6,142	4,167
SPORTS COMPLEX LIGHTS	43	9	22%	34	14	(5)
SENIOR CENTER	75,500	13,575	18%	61,925	8,840	4,734
SENIOR SHUTTLE	3,239	896	28%	2,343	7	889
RECYCLING	1,000	3,192	0%	(2,192)	870	2,322
ECONOMIC DEVELOPMENT	278,595	61,642	22%	216,953	58,489	3,153
TAX INCREMENT FINANCING	424,349	71,396	17%	352,953	72,815	(1,419)
GENERAL REVENUES	4,724,139	126,787	3%	4,597,352	242,855	(116,068)
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>10,305,458</b>	<b>1,104,028</b>	<b>11%</b>	<b>9,085,014</b>	<b>1,515,765</b>	<b>(411,737)</b>
(UNAUDITED)						

TREASURER'S REPORT		MONTH OF: DECEMBER 2021					
VARIANCE AT: 25.00%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	11,308,038	2,134,909	19%	9,173,129	2,154,571	(19,661)	
ELEC BOND PYMT	494,905	- 0 -	0%	494,905	- 0 -	- 0 -	
WATER	4,266,596	546,141	13%	3,720,455	390,604	155,537	
WATER BOND PYMTS	329,284	245,345	75%	83,939	133,671	111,674	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,456,620	662,259	27%	1,794,361	232,673	429,586	
WWTW BOND PYMT	290,258	- 0 -	0%	290,258	5,412	(5,412)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>19,145,701</b>	<b>3,588,654</b>	<b>19%</b>	<b>15,557,047</b>	<b>2,916,931</b>	<b>671,723</b>	
GENERAL (LESS DONATIONS)	1,389,181	103,433	7%	1,285,748	97,791	5,642	
DONATIONS	100,000	2,388	2%	97,612	10,085	(7,697)	
LEGAL	71,963	16,517	23%	55,446	19,781	(3,264)	
POLICE	1,543,421	368,043	24%	1,175,378	339,876	28,167	
E911	191,391	47,848	25%	143,543	57,651	(9,804)	
POLICE EQUITABLE SHARING	100,000	242	0%	99,758	- 0 -	242	
STREET	3,710,579	939,871	25%	2,770,708	860,715	79,155	
STP FUNDS	149,944	3,325	2%	146,619	- 0 -	3,325	
DEBT SERVICE	1,073,948	428,252	40%	645,696	402,437	25,816	
RAIL CAMPUS	15,500	- 0 -	0%	15,500	1,505	(1,505)	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	300,000	17,110	6%	282,890	44,468	(27,358)	
BLDGS & GRDS (CITY HALL)	36,759	17,062	46%	19,697	9,357	7,705	
CIVIC CENTER	266,671	41,493	16%	225,178	67,755	(26,261)	
LIBRARY	614,985	137,648	22%	477,337	118,168	19,480	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PUBLIC PROPERTIES	493,036	115,354	23%	377,682	116,745	(1,392)	
CEMETERY	208,460	56,745	27%	151,715	54,542	2,203	
GOLF COURSE	547,909	127,105	23%	420,804	93,477	33,628	
NEW PARK DEVELOPMENT	100	58	0%	42	50	8	
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	11,050	1,129	10%	9,921	377	751	
BUILDING INSPECTION	109,853	30,790	28%	79,063	20,781	10,009	
FIRE (LESS DONATIONS)	334,890	40,082	12%	294,808	32,068	8,015	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	225	2%	12,325	1	224	
PLANNING COMMISSION	27,666	8,673	31%	18,993	4,011	4,663	
ENGINEER	153,887	39,315	26%	- 0 -	32,028	7,287	
DOWDING POOL (LESS DONATIONS)	257,488	22,412	9%	235,076	20,200	2,212	
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	13,858	- 0 -	0%	13,858	- 0 -	- 0 -	
RECREATION	320,321	97,074	30%	223,247	77,884	19,190	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	177,650	37,966	21%	139,684	31,779	6,187	
SENIOR SHUTTLE	3,239	1,197	37%	2,042	1,245	(48)	
RECYCLING	113,141	11,721	10%	101,420	16,799	(5,078)	
ECONOMIC DEVELOPMENT	278,595	6	0%	278,589	7	(1)	
TAX INCREMENT FINANCING	415,999	58,004	14%	357,995	65,370	(7,366)	
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>13,145,179</b>	<b>2,771,088</b>	<b>21%</b>	<b>10,259,520</b>	<b>2,596,953</b>	<b>174,134</b>	
(UNAUDITED)							

# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

**As Of 12/31/2021**

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	80449PEB7	AFS	SAUNDERS SD #9-REF NE 33 12/15/33		3.35		400,000.00 100.00%	400,000.00	400,000.00	398,401.30	400,912.00
COMM: COMMERCE BANK	818483EP0	AFS	SEWARD-REF-ELEC REV NE 22 02/15/22		2.20		105,000.00 100.00%	105,000.00	105,000.00	105,000.00	105,159.60
COMM: COMMERCE BANK	25930PDA1	AFS	DOUGLAS SID #477-REF NE 34 09/15/34		4.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	151,323.00
COMM: COMMERCE BANK	80379KCR9	AFS	SARPY CO SID #272 NE 37 12/15/37		4.25		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	202,196.00
COMM: COMMERCE BANK	803770SC1	AFS	SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00		3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	250,000.00	253,352.50
COMM: COMMERCE BANK	810183AZ6	AFS	SCOTTS BLUFF SD #32 NE 24 06/15/24		2.50		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	250,455.00
COMM: COMMERCE BANK	256449BC2	AFS	DODGE SD #595-QSCB NE 25 12/15/25		6.00		300,000.00 100.00%	300,000.00	300,000.00	300,000.00	300,939.00
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,224.00
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	177,759.75
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	155,000.00	156,884.80
COMM: COMMERCE BANK	486841DW6	AFS	KEARNEY CO SD #503 NE 29 12/15/29		3.00	A+	250,000.00 100.00%	250,000.00	250,000.00	250,072.43	251,352.50
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	150,000.00	151,159.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	254,537.50

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

As Of 12/31/2021

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
								Original Face	Par	Book Value
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,444.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A	200,000.00 100.00%	200,000.00	200,768.46	207,594.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	177,171.78	185,059.00
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	407,080.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	342,979.70
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	200,340.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	265,834.40
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	198,330.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	202,985.04	203,576.00
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	212,882.25
COMM: COMMERCE BANK	25933EDH8	AFS	DOUGLAS CO SID #473 NE 37 11/15/37		4.40		250,000.00 100.00%	250,000.00	250,000.00	252,410.00
COMM: COMMERCE BANK	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	201,006.00
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	259,152.50

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

**As Of 12/31/2021**

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	290,272.60
COMM: COMMERCE BANK	25936FBM3	AFS	DOUGLAS CO IMP DT#513 NE 3E 10/15/38		2.70		100,000.00 100.00%	100,000.00	100,000.00	101,147.00
COMM: COMMERCE BANK	25939HBX2	AFS	DOUGLAS CO SAN&IMP DT NE 3 11/15/38		2.90		150,000.00 100.00%	150,000.00	150,000.00	150,724.50
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,671.92	202,058.00
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	207,620.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	186,674.40
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	221,043.65
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	191,119.10
COMM: COMMERCE BANK	80377BK7	AFS	SARPY CO SID #264-REF NE 39 10/15/39		2.55		150,000.00 100.00%	150,000.00	150,000.00	148,620.00
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	186,894.40
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	182,141.75
COMM: COMMERCE BANK	25938TBK5	AFS	DOUGLAS CO SAN & IMP NT NE 4C 06/01/40		2.85		130,000.00 100.00%	130,000.00	130,000.00	130,497.90
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 4C 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	152,883.00

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

As Of 12/31/2021

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Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerfund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
							Original Face	Par		
COMM: COMMERCE BANK	25933EEG9	AFS DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	193,249.00	
COMM: COMMERCE BANK	164543BF6	AFS CHERRY CO NE 40 12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	205,034.04	211,652.00	
COMM: COMMERCE BANK	617775EV9	AFS MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,530.40	
COMM: COMMERCE BANK	25939LDA1	AFS DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	198,554.00	
COMM: COMMERCE BANK	25930LDN2	AFS DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	198,264.00	
COMM: COMMERCE BANK	80379QB73	AFS SARY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	249,367.05	
COMM: COMMERCE BANK	80387LAS7	AFS SARY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	200,184.00	
COMM: COMMERCE BANK	25933EFW3	AFS DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	231,561.95	
COMM: COMMERCE BANK	25931XDM7	AFS DOUGLAS CO SID #557 NE 41 11/15/41		2.80		165,000.00 100.00%	165,000.00	165,000.00	165,485.10	
COMM: COMMERCE BANK	25932XDN4	AFS DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	251,280.00	
COMM: COMMERCE BANK	25940KAS4	AFS SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	276,174.25	
COMM: COMMERCE BANK	3136AQUZ1	AFS FNR 2015-92 PA 12/25/41		2.50		1,590,000.00 100.00%	1,590,000.00	546,121.94	560,546.82	
<b>51 Securities Pledged To: 1010 - CITY TREASURER</b>							<b>12,325,000.00</b>	<b>11,281,121.94</b>	<b>11,292,180.37</b>	<b>11,421,487.87</b>

CASH IN BANK \$10,577,402.18

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

**Pledged Securities Detail  
December 31, 2021**

H231  
Page 1 of 66

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
PLEDGEE: CITY OF SEWARD (02)												
CMO	3137AWU78	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00	105,715.55	104,311.69	104,311.69
FHR	FHR 4145 AC						12/1/2012	105,715.55	100.00%	105,106.67	110.12	104,421.81
D02/02							AFS					
CMO	3137B0NV2	1.500			185157163-1		9/15/2025	2,000,000.00	2,000,000.00	112,250.84	112,683.09	112,683.09
FHR	FHR 4176 EC						3/1/2013	112,250.84	100.00%	111,842.50	140.31	112,823.40
D02/02							AFS					
GNMA	36176W2B6	4.000			185168920-1		12/15/2026	560,000.00	560,000.00	43,377.35	45,588.10	45,588.10
GNMA	GNMA POOL 778670						12/1/2011	43,377.35	100.00%	44,893.10	144.59	45,732.69
D02/02							AFS					
GNMA	36202ERL5	5.000			185171012-1		3/20/2023	500,000.00	500,000.00	5,686.63	5,825.92	5,825.92
GNM2	GNMA2 POOL 4091						3/1/2008	5,686.63	100.00%	5,739.45	23.69	5,849.61
D02/02							AFS					
GNMA	3620A9QG9	3.500			185171527-1		9/15/2024	750,000.00	750,000.00	27,225.65	28,243.08	28,243.08
GNMA	GNMA POOL 723255						9/1/2009	27,225.65	100.00%	27,761.57	79.41	28,322.49
D02/02							AFS					
GNMA	3620ARB59	3.500			185171588-1		5/15/2025	1,000,000.00	1,000,000.00	55,687.77	58,451.04	58,451.04
GNMA	GNMA POOL 737260						5/1/2010	55,687.77	100.00%	56,500.94	162.42	58,613.46
D02/02							AFS					
MBS	3128MEHL8	5.000			185145155-1		11/1/2024	557,000.00	557,000.00	265.83	271.70	271.70
FGLM	FHLMC POOL G15435						5/1/2015	265.83	100.00%	270.65	1.11	272.81
D02/02							AFS					
MBS	3128MMLQ4	4.500			185145399-1		12/1/2024	1,015,000.00	1,015,000.00	17,222.14	17,951.64	17,951.64
FGLM	FHLMC POOL G18334						12/1/2009	17,222.14	100.00%	17,485.98	64.58	18,016.22
D02/02							AFS					
MBS	3128PNBR8	4.000			185147186-1		7/1/2024	1,300,000.00	1,300,000.00	19,848.71	20,623.28	20,623.28
FGLM	FHLMC POOL J09948						6/1/2009	19,848.71	100.00%	20,236.90	66.16	20,689.44
D02/02							AFS					
MBS	3128PQ4E8	4.500			185147195-1		2/1/2025	1,200,000.00	1,200,000.00	24,302.18	25,412.16	25,412.16
FGLM	FHLMC POOL J11721						2/1/2010	24,302.18	100.00%	24,944.12	91.13	25,503.29
D02/02							AFS					

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

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

**Pledged Securities Detail  
December 31, 2021**

**H231  
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	312800GL5 FHLMC POOL J19203	4.000			185147609-1		5/1/2027	425,000.00	425,000.00	34,963.08	37,217.93	37,217.93
D02/02							AFS	34,963.08	100.00%	36,285.85	116.54	37,334.47
MBS	31294MML2 FHLMC POOL E03063	3.000			185147907-1		3/1/2022	1,000,000.00	1,000,000.00	656.65	689.40	689.40
D02/02							AFS	656.65	100.00%	657.29	1.64	691.04
MBS	31335HUG6 FHLMC POOL C90583	6.000			185150272-1		10/1/2022	700,000.00	700,000.00	382.33	390.56	390.56
D02/02							AFS	382.33	100.00%	382.65	1.91	392.47
MBS	31335HYR8 FHLMC POOL C90720	5.500			185150298-1		10/1/2023	3,250,000.00	3,250,000.00	16,298.56	16,941.09	16,941.09
D02/02							AFS	16,298.56	100.00%	16,599.44	74.70	17,015.79
MBS	31371LQY8 FNMA POOL 255271	5.000			185155978-1		6/1/2024	500,000.00	500,000.00	3,760.20	4,113.39	4,113.39
D02/02							AFS	3,760.20	100.00%	3,749.97	15.67	4,129.06
MBS	31371NJQ9 FNMA POOL 256871	6.500			185156082-1		8/1/2022	1,100,000.00	1,100,000.00	1,748.18	1,770.43	1,770.43
D02/02							AFS	1,748.18	100.00%	1,761.54	9.47	1,779.90
MBS	31375HAP9 FNMA ARM POOL 334914	2.294			185156211-1		2/1/2026	1,000,000.00	1,000,000.00	686.57	687.93	687.93
D02/02							AFS	686.57	100.00%	688.46	1.31	689.24
MBS	3138AMK38 FNMA POOL A17513	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	42,944.29	45,038.31	45,038.31
D02/02							AFS	42,944.29	100.00%	44,210.54	161.04	45,199.35
MBS	3138EJLQ9 FNMA POOL AL2134	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	44,888.83	48,233.71	48,233.71
D02/02							AFS	44,888.83	100.00%	46,383.70	149.63	48,383.34
MBS	3138EKRM9 FNMA POOL AL3191	3.500			185160071-1		2/1/2028	500,000.00	500,000.00	57,430.55	60,467.60	60,467.60
D02/02							AFS	57,430.55	100.00%	59,293.94	167.51	60,635.11
MBS	3138EKVW4 FNMA POOL AL3327	2.500			185160087-1		4/1/2023	525,000.00	525,000.00	12,253.28	12,396.12	12,396.12
D02/02							AFS	12,253.28	100.00%	12,287.65	25.53	12,421.65

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**Cattie Bank & Trust (052)  
Investment Portfolio (1)**

**Pledged Securities Detail  
December 31, 2021**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values					
										Par Value	Book Value	Carrying Value	Interest Rec	Market Value	Collateral Value
MBS	3138ELYF4		4.000		185160221-1		10/1/2028	1,900,000.00	1,900,000.00	105,319.26	105,319.26	111,544.50	111,544.50		
FNMA	FNMA POOL AL4309						10/1/2013	105,319.26	100.00%	109,122.22	109,122.22	351.06	111,895.56		
D02/02							AFS								
MBS	3138EMCY5		4.000		185160242-1		2/1/2027	575,000.00	575,000.00	48,947.67	48,947.67	51,561.95	51,561.95		
FNMA	FNMA POOL AL4586						12/1/2013	48,947.67	100.00%	50,657.79	50,657.79	163.16	51,725.11		
D02/02							AFS								
MBS	3138EMPD7		3.500		184006560-1		3/1/2029	2,000,000.00	631,641.94	133,116.97	133,116.97	140,696.96	140,696.96		
FNMA	FNMA POOL AL4919						2/1/2014	421,495.02	31.58%	140,310.36	140,310.36	388.26	141,085.22		
D02/02							AFS								
MBS	3138WDU82		3.000		178000698-1		1/1/2030	1,160,000.00	1,160,000.00	212,954.27	212,954.27	222,901.69	222,901.69		
FNMA	FNMA POOL AS4206						12/1/2014	212,954.27	100.00%	223,222.70	223,222.70	532.39	223,434.08		
D02/02							AFS								
MBS	3140J5EA3		2.500		185164038-1		12/1/2029	300,000.00	300,000.00	75,090.56	75,090.56	77,747.01	77,747.01		
FNMA	FNMA POOL BM1028						3/1/2017	75,090.56	100.00%	75,368.72	75,368.72	156.44	77,903.45		
D02/02							AFS								
MBS	3140QGJ99		2.500		177034617-1		12/1/2035	500,000.00	500,000.00	444,701.62	444,701.62	464,315.87	464,315.87		
FNMA	FNMA POOL CA6387						12/1/2020	444,701.62	100.00%	468,950.69	468,950.69	926.46	465,242.33		
D02/02							AFS								
MBS	3140X9CH6		2.500		199000173-1		12/1/2035	465,000.00	465,000.00	408,204.17	408,204.17	426,923.47	426,923.47		
FNMA	FNMA POOL FM5471						12/1/2020	408,204.17	100.00%	429,643.24	429,643.24	850.43	427,773.90		
D02/02							AFS								
MBS	3140X9LK9		3.000		177020855-1		1/1/2041	500,000.00	500,000.00	352,223.43	352,223.43	366,322.88	366,322.88		
FNMA	FNMA POOL FM5729						1/1/2021	352,223.43	100.00%	374,410.18	374,410.18	880.56	367,203.44		
D02/02							AFS								
MBS	31410KAW4		4.000		185164389-1		3/1/2023	2,050,000.00	2,050,000.00	85.65	85.65	85.65	85.65		
FNMA	FNMA POOL 889321						3/1/2008	85.65	100.00%	86.39	86.39	0.29	85.94		
D02/02							AFS								
MBS	31412P2K6		4.500		185164602-1		7/1/2024	2,900,000.00	2,900,000.00	38,486.34	38,486.34	40,114.07	40,114.07		
FNMA	FNMA POOL 931478						6/1/2009	38,486.34	100.00%	39,273.56	39,273.56	144.32	40,258.39		
D02/02							AFS								
MBS	31417SAL4		4.500		185165282-1		10/1/2024	2,040,000.00	2,040,000.00	52,068.31	52,068.31	54,261.23	54,261.23		
FNMA	FNMA POOL AC5410						10/1/2009	52,068.31	100.00%	53,285.87	53,285.87	195.26	54,456.49		
D02/02							AFS								

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

Pledged Securities Detail  
December 31, 2021

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
									Par Value Book Value	Par Value Book Value		
MBS	31418AAC2		3.000	185165786-1		11/1/2026	1,000,000.00	1,000,000.00	44,592.92	44,592.92	46,122.32	46,122.32
FNMA	FNMA POOL MA0902					10/1/2011	44,592.92	100.00%	45,054.63	111.48		46,233.80
D02/02						AFS						
MBS	31418AKN7		3.000	177011537-1		10/1/2032	800,000.00	800,000.00	155,534.14	155,534.14	163,685.22	163,685.22
FNMA	FNMA POOL MA1200					9/1/2012	155,534.14	100.00%	164,172.45	388.84		164,074.06
D02/02						AFS						
MBS	31418AQY7		2.500	185166318-1		3/1/2023	500,000.00	500,000.00	12,405.20	12,405.20	12,546.61	12,546.61
FNMA	FNMA POOL MA1370					2/1/2013	12,405.20	100.00%	12,442.95	25.84		12,572.45
D02/02						AFS						
MBS	31418AYS1		2.500	185166625-1		10/1/2023	587,000.00	587,000.00	27,161.79	27,161.79	27,620.22	27,620.22
FNMA	FNMA POOL MA1620					9/1/2013	27,161.79	100.00%	27,278.93	56.59		27,676.81
D02/02						AFS						
MBS	31418B5R3		4.000	177020853-1		6/1/2036	410,000.00	410,000.00	117,173.61	117,173.61	126,554.18	126,554.18
FNMA	FNMA POOL MA2655					5/1/2016	117,173.61	100.00%	125,934.10	390.58		126,944.76
D02/02						AFS						
MBS	31418DT77		2.000	177023307-1		11/1/2030	771,122.00	771,122.00	561,913.17	561,913.17	576,372.20	576,372.20
FNMA	FNMA POOL MA4173					10/1/2020	561,913.17	100.00%	581,815.03	936.52		577,308.72
D02/02						AFS						
MBS	31418DZ96		1.500	184010674-1		6/1/2031	500,000.00	500,000.00	456,011.75	456,011.75	460,813.59	460,813.59
FNMA	FNMA POOL MA4367					5/1/2021	456,011.75	100.00%	465,638.73	570.01		461,383.60
D02/02						AFS						
MUNI	259290EB6		3.100	185142828-1	Contn	8/15/2030	150,000.00	150,000.00	150,000.00	150,000.00	150,109.50	150,109.50
GO	DOUGLAS CNTY NE SAN & IMPT DIS				1/1/2022	6/15/2016	150,000.00	100.00%	150,000.00	1,756.67		151,866.17
D02/02						AFS						
MUNI	259292CS7		2.700	185142831-1	Contn	11/15/2026	280,000.00	280,000.00	280,000.00	280,000.00	282,058.00	282,058.00
GO	DOUGLAS CNTY SAN IMPT DIST 427				11/15/2022	11/15/2017	280,000.00	100.00%	280,000.00	966.00		283,024.00
D02/02						AFS						
MUNI	25930HAU8		2.400	185142850-1	Contn	3/15/2022	75,000.00	75,000.00	75,000.00	75,000.00	75,072.75	75,072.75
GO	DOUGLAS CNTY NE SAN & IMPT DIS				1/1/2022	3/15/2015	75,000.00	100.00%	75,000.00	530.00		75,602.75
D02/02						AFS						
MUNI	25930TBJ6		2.900	184003054-1	Cont	11/15/2036	50,000.00	50,000.00	50,000.00	50,000.00	53,049.00	53,049.00
GO	DOUGLAS CNTY NEB SANI & #421				5/15/2025	5/19/2020	50,000.00	100.00%	50,000.00	185.28		53,234.28
D02/02						AFS						

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

Pledged Securities Detail  
December 31, 2021

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
								Par Value Book Value	Par Value Book Value		
MUNI	25931BEG7	2.750	NE 184010678-1	Cont	5/1/2035	175,000.00	175,000.00	175,000.00	175,000.00	176,310.75	176,310.75
GO	DOUGLAS CNTY NEB SAN & IMPT DI			5/1/2026	5/3/2021	175,000.00	100.00%	175,000.00	802.08	177,112.83	177,112.83
MUNI	25931LCN2	2.700	NE 185142862-1	Cont	11/15/2028	170,000.00	170,000.00	170,000.00	170,110.50	170,110.50	170,110.50
GO	DOUGLAS CNTY NE SAN & IMPT			1/1/2022	11/15/2016	170,000.00	100.00%	170,000.00	586.50	170,697.00	170,697.00
MUNI	25931VBN1	3.500	NE 185142866-1	Cont	8/15/2032	50,000.00	50,000.00	50,000.00	50,265.50	50,265.50	50,265.50
GO	DOUGLAS CNTY NE SAN & IMPT			7/15/2022	7/27/2017	50,000.00	100.00%	50,000.00	661.11	50,926.61	50,926.61
MUNI	25931VCF7	2.350	NE 177020849-1	Cont	8/15/2035	100,000.00	100,000.00	100,000.00	101,494.00	101,494.00	101,494.00
GO	DOUGLAS CNTY NEB SAN #471			2/15/2026	2/19/2021	100,000.00	100.00%	100,000.00	887.78	102,381.78	102,381.78
MUNI	25933BER6	3.000	NE 184003099-1	Cont	11/15/2035	150,000.00	150,000.00	150,000.00	157,302.00	157,302.00	157,302.00
GO	DOUGLAS CNTY NEB SAN & IMPT DI			5/15/2025	5/19/2020	150,000.00	100.00%	150,000.00	575.00	157,877.00	157,877.00
MUNI	373807CE4	1.850	NE 184010461-1	Cont	12/15/2035	100,000.00	100,000.00	100,000.00	100,871.00	100,871.00	100,871.00
REV	GERING NEB COMBINED UTILS REV			4/29/2026	4/29/2021	100,000.00	100.00%	100,000.00	82.22	100,953.22	100,953.22
MUNI	406036HM6	2.400	NE 185176896-1	Cont	12/15/2024	100,000.00	100,000.00	100,000.00	100,150.00	100,150.00	100,150.00
GO	HALL CNTY NE SCD #2 GRAND IS			1/1/2022	2/9/2015	100,000.00	100.00%	100,000.00	106.67	100,256.67	100,256.67
MUNI	497593DJ9	4.000	IA 177032959-1	Cont	6/1/2034	365,000.00	365,000.00	365,000.00	433,054.25	433,054.25	433,054.25
GMCP	KIRKWOOD CMNTY COLLEGE IOWA CT			6/1/2029	3/23/2020	365,000.00	100.00%	365,000.00	1,216.67	434,270.92	434,270.92
MUNI	505318QS7	2.650	NE 185179244-1	Cont	11/15/2024	115,000.00	115,000.00	115,000.00	115,182.85	115,182.85	115,182.85
GO	LA VISTA NE			1/1/2022	12/31/2014	115,000.00	100.00%	115,000.00	389.40	115,572.25	115,572.25
MUNI	57973FDD8	3.150	NE 185181069-1	Cont	12/15/2030	100,000.00	100,000.00	100,000.00	100,828.00	100,828.00	100,828.00
REV	MCCOOK NE PUBLIC PWR DIST			8/9/2022	8/9/2017	100,000.00	100.00%	100,000.00	140.00	100,968.00	100,968.00
MUNI	71366VKE9	1.800	NE 177020856-1	Cont	12/15/2036	210,000.00	210,000.00	210,000.00	212,843.40	212,843.40	212,843.40
REV	PERENNIAL PUB PWR DIST NEB ELE			2/17/2026	2/17/2021	210,000.00	100.00%	210,000.00	168.00	213,011.40	213,011.40

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

Pledged Securities Detail  
December 31, 2021

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	Carrying Value Collateral Value	
MUNI GO D02/02	803766BG8 SARPY CNTY NE SAN & IMPT		2.850	NE	185187208-1	Contn 1/1/2022	5/15/2022 7/1/2015 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,000.00 90,000.00	90,146.70 327.75	90,146.70 90,474.45	
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST		3.250	NE	185187210-1	Contn 1/1/2022	10/15/2023 10/15/2012 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 200,000.00	200,444.00 1,372.22	200,444.00 201,816.22	
MUNI GO D02/02	80376ECZ8 SARPY CNTY NE SAN & IMPT DIST		3.750	NE	185187211-1	Contn 2/15/2022	8/15/2029 2/15/2017 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,000.00 90,000.00	90,370.80 1,275.00	90,370.80 91,645.80	
MUNI GO D02/02	80376UBK6 SARPY CNTY NE SAN & IMPT DIST		2.700	NE	185187214-1	Prerefrd 7/15/2022	8/15/2026 7/15/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,666.50 510.00	50,666.50 51,176.50	
MUNI GO D02/02	80377BK78 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 5/3/2026	8/15/2034 5/3/2021 AFS	180,000.00 180,000.00	180,000.00 100.00%	180,000.00 180,000.00	181,225.80 1,598.00	181,225.80 182,823.80	
MUNI GO D02/02	80377TB2E SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Contn 1/1/2022	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	85,062.05 304.11	85,062.05 85,366.16	
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contn 1/1/2022	11/15/2029 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	85,072.25 314.97	85,072.25 85,387.22	
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Contn 4/15/2023	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	86,394.85 690.86	86,394.85 87,085.71	
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont 8/15/2025	8/15/2038 8/19/2020 AFS	290,000.00 290,000.00	290,000.00 100.00%	290,000.00 290,000.00	290,243.60 2,958.00	290,243.60 293,201.60	
MUNI GO D02/02	80379KEN6 SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont 12/15/2025	12/15/2034 1/11/2021 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	49,237.50 51.11	49,237.50 49,288.61	
MUNI GO D02/02	818473FD7 SEWARD CNTY NE CENTENNIAL PUB A+		3.000	NE	185187536-1	Prerefrd 7/27/2022	12/15/2031 7/27/2017 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 250,278.61	253,957.50 333.33	253,957.50 254,290.83	

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

**Pledged Securities Detail  
December 31, 2021**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		Pledged Face % of Total	Carrying Value Interest Rec	Market Value Collateral Value
									Par Value Book Value	Carrying Value Interest Rec			
MUNI GO D02/02	81847ELJ3 SEWARD NE		2.150	NE	185187544-1	Contn 1/1/2022 100.000	12/15/2022 3/27/2012 AFS	100,000.00 100,000.00	100,000.00 100,000.00	100,115.00 95.56	100,115.00 95.56	100,115.00 100,210.56	
MUNI GO D02/02	81847ELK0 SEWARD NE		2.350	NE	185187545-1	Contn 1/1/2022 100.000	12/15/2023 5/18/2012 AFS	95,000.00 95,000.00	95,000.00 95,000.00	95,122.55 99.22	95,122.55 99.22	95,122.55 95,221.77	
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH		3.550	NE	185187553-1	Contn 1/1/2022 100.000	1/15/2024 9/1/2011 AFS	120,000.00 120,000.00	120,000.00 120,000.00	120,309.60 1,964.33	120,309.60 1,964.33	120,309.60 122,273.93	
MUNI REV D02/02	818483EQ8 SEWARD NE ELEC REV		2.350	NE	185187554-1	Contn 1/1/2022 100.000	2/15/2023 3/27/2012 AFS	110,000.00 110,000.00	110,000.00 110,000.00	110,146.30 976.56	110,146.30 976.56	110,146.30 111,122.86	
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV		2.450	NE	185187557-1	Contn 1/1/2022 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 150,000.00	150,121.50 1,388.33	150,121.50 1,388.33	150,121.50 151,509.83	
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB		2.500	NE	184003102-1	Cont 5/28/2025 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 197,254.39	201,776.00 222.22	201,776.00 222.22	201,776.00 201,998.22	
TAX TAXGO D02/02	61778RB78 MORRILL CNTY NEB SCH DIST #63 AA	A3	1.937	NE	177020846-1	Cont 12/1/2025 100.000	12/1/2031 2/25/2021 AFS	210,000.00 210,000.00	210,000.00 210,000.00	203,679.00 338.98	203,679.00 338.98	203,679.00 204,017.98	
TAX TAXREV D02/02	68189TBA3 OMAHA NEB SPL OBLIG AA+	Aa3	6.400	NE	185184294-1		2/1/2026 3/25/2008 AFS	55,000.00 55,000.00	35,000.00 35,000.00	37,804.55 933.34	37,804.55 933.34	37,804.55 38,737.89	
<b>CITY OF SEWARD</b>								<b>41,679,763.94</b>	<b>8,538,666.00 8,755,543.96</b>	<b>6,778,095.34 33,484.22</b>	<b>8,778,095.34 8,811,579.56</b>		

CASH IN BANK \$8,508,069.72

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

### 3. City Codes Director Report

**CURRENT YEAR: December 2021**

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,395.90	\$ 410,786.82
REMODEL/ADDIT.	3	\$ 1,961.70	\$ 180,617.00
ACCESSORY	9	\$ 280.74	\$ 27,984.72
RELOCATE	2	\$ 150.00	\$ 15,655.00
ELECTRIC			
PLUMBING	7	\$ 625.00	
MECHANICAL	3	\$ 125.00	
SEWER TAP	1	\$ 250.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
<b>TOTALS</b>	<b>29</b>	<b>\$ 6,876.34</b>	<b>\$ 635,043.54</b>

**LAST YEAR: December 2020**

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	4	\$ 7,959.15	\$ 1,066,076.00
REMODEL/ADDIT.	9	\$ 1,104.75	\$ 245,202.44
ACCESSORY	12	\$ 1,793.50	\$ 19,428.50
RELOCATE	1	\$ 25.00	\$ -
ELECTRIC			
PLUMBING	9	\$ 630.00	\$ -
MECHANICAL	3	\$ 175.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,762.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	2	\$ 800.00	\$ -
<b>TOTALS</b>	<b>45</b>	<b>\$ 14,799.40</b>	<b>\$ 1,330,706.94</b>

**YEAR TO DATE January to December 2021**

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	30	\$ 64,510.30	\$12,856,659.54
REMODEL/ADDIT.	98	\$ 16,448.74	\$ 5,224,013.32
ACCESSORY	149	\$ 13,559.99	\$ 1,049,734.54
RELOCATE	25	\$ 1,383.00	\$ 364,864.74
ELECTRIC			
PLUMBING	144	\$ 11,771.00	\$ -
MECHANICAL	86	\$ 10,163.03	\$ -
SEWER TAP	25	\$ 6,250.00	\$ -
WATER TAP	25	\$ 21,724.00	\$ -
TEMP. ELEC.	25	\$ 1,250.00	\$ -
ELECTRIC SER.	26	\$ 5,800.00	\$ -
<b>TOTALS</b>	<b>633</b>	<b>\$ 152,860.06</b>	<b>\$19,495,272.14</b>

**YEAR TO DATE January to December 2020**

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	31	\$ 69,239.20	\$ 13,667,821.30
REMODEL/ADDIT.	82	\$ 15,119.04	\$ 5,358,566.33
ACCESSORY	175	\$ 16,717.80	\$ 686,911.05
RELOCATE	38	\$ 1,075.00	\$ 309,414.98
ELECTRIC			
PLUMBING	150	\$ 12,380.00	\$ -
MECHANICAL	85	\$ 10,878.03	\$ -
SEWER TAP	26	\$ 6,500.00	\$ -
WATER TAP	26	\$ 22,906.00	\$ -
TEMP. ELEC.	26	\$ 1,300.00	\$ -
ELECTRIC SER.	27	\$ 6,800.00	\$ -
<b>TOTALS</b>	<b>666</b>	<b>\$ 162,915.07</b>	<b>\$ 20,022,713.66</b>

# OPEN Property Maintenance Code Violation Report

					Updated 12-9-2021
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
<b>2022</b>					
111 Plumcreek Ln	Rubbish and trash throughtout the yard and deck area	1/10/2022	Della Hartmann	In Person/Phone call	Shannon Arena (CSO) attempted contact and nobody answered the door. Shannon phoned the owner (Della) who does not live on site and she said she would get ahold of the tenant and have him clean it up. Shannon will follow up Monday 1-10
<b>2021</b>					
851 N 5th	Grass and Rubbish in backyard between fences	11/9/2021	Lindsay Mueller 851 N 5th St	Phone Call 402-646-5215 In Person	Tim visited the property, no one answered the door, left a door hanger. Left a message on Lindsay's phone to call. Lindsay called and it will be cleaned up no later than Monday 11-15-2021. Taken care of same day
720 N 1st	Grass/Weeds not mowed. Trash piled up and not being disposed of.	6/24/2021	Homemade Holdings LLC 842 N Lakeshore Dr Lincoln, NE 68528-1029	Phone Call 402-805-9195	Tim talked to the owners. They were unaware of the trash at the curb. They will contact their contractor and get it cleaned up shortly 10-26-21, Taken care of sameday.
725 N 6th St	Trash/rubbish in the front yard	10/4/2021	Dean Lee LLC PO Box 764 Wilber, NE	In person/phone call	Tim spoke with the property owner and the trash was removed same day.
57 Ash	Weeds	9/14/2021		In Person	Bill Arkel CSO, made contact with the tenant. The tenant cannot mow at this time and the landlord is suppose to be helping her out. Mowed 9-9-2021
1987 Star	Shipping Container	9/7/2021	Steve Rathje	Phone	Dave called and is doing remodeling and using the container to store building materials, Tim informed him he needed a building permit for the work and that the container could remain during the course of work. Builing permit was approved 9-8-2021
		9/7/2021		In Person	Bill Arkel CSO, made contact with Dave Rathje who resides on the premise. Dave will be calling to set something up.
240 N 7th	Weeds too tall	9/7/2021	Lindsey Kubicek - Seward Academy		Bille Arkel CSO called the Academy and they are in the process of cutting it back

#### 4. Police Department Report



# *City of Seward* Police Department

## **Monthly Statistics December 2021**

Service Calls	459
Accidents	10
Arrests	8
Citations	28
Warnings	103
Parking Tickets	9

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

## 5. Refuse Hauler's Annual License Renewal

**2022 REFUSE HAULER'S LICENSE RENEWALS**

**RENEWALS MAILED APPROXIMATELY NOVEMBER 1, DUE BY JANUARY 1**

**(\$25.00 PER TRUCK) - CREDITED TO ACCOUNT NO. 661.01 (RHR)  
DEBITED TO ACCOUNT NO. 101.50**

<b><u>NAME</u></b>	<b><u>NO. OF TRUCKS</u></b>	<b><u>AMOUNT PAID</u></b>	<b><u>DATE PAID</u></b>
Brandenburgh Hauling 1025 Maple Street Beaver Crossing NE 68313 Russell Brandenburgh 402-641-2863	<u>1</u>	<u>\$25.00</u>	<u>12/23/21</u>
Callaway Rolloffs LLC 216 N. 4th St. David City NE 68632-1912 402-367-3867	<u>3</u>	<u>\$75.00</u>	<u>11/3/21</u>
Pankoke Construction, Inc. dba Pankoke Rolloff 3722 A Street Road Beaver Crossing NE 68313-9410 402-643-1616	<u>1</u>	<u>\$25.00</u>	<u>12/20/21</u>
Uribe Refuse Services 4600 North 48th Street Lincoln NE 68504-1416 402-467-1239	<u>5</u>	<u>\$125.00</u>	<u>12/20/21</u>
Lighthouse Holdings, LLC. Db Trash Panda Refuse PO Box 86, 710 8th Street Milford NE 68405-9305 402-641-8171 or 402-890-6360	<u>4</u>	<u>\$100.00</u>	<u>12/15/21</u>
Dane Refuse & Recycling Attn: Jeff Ketelsen 9479 East Birch Rd Adams, NE 68301 402-560-1311	<u>1</u>	<u>\$25.00</u>	<u>1/3/22</u>

## **CONFIRMATION OF MAYOR APPOINTMENTS**

1. Reappoint Members to Various Boards and Committees:
  - A. Brett Wobken, Andrea Baack, and Jim Placke to the Parks & Recreation Board for a 3-YR Term

## **PUBLIC HEARINGS**

1. Public Hearing - 7:00 PM - Tax Increment Financing (TIF) Application by Dwell Development, LLC for 1313 West Hwy 34, Seward - TIF Attorney Willis
  - A. Presentation and Review of TIF Application



## **CITY OF SEWARD COMMUNITY REDEVELOPMENT AUTHORITY**

537 Main Street  
PO BOX 38  
Seward, NE 68434  
402-643-2928  
CityofSewardNE.gov

### *Tax Increment Financing Package & Application Documents*

March 2017

# CITY OF SEWARD

## TAX INCREMENT FINANCING PROGRAM OVERVIEW

Tax Increment Financing, or TIF, is a tool to assist in financing redevelopment projects in designated blighted and substandard areas of the city. The City of Seward issues bonds or a promissory note to finance any approved public improvements associated with a redevelopment project. The property taxes generated from the increased valuation of the development are then captured for a period of up to 15 years to repay the public investment.

The purpose of TIF is to help communities undertake redevelopment activities for urban renewal and municipal growth. TIF allows a city to pay for the public improvements that are part of a private redevelopment project. TIF is not a grant and it is not a primary funding source for a redevelopment project, but does provide an incentive for private development that will increase the tax base of the Seward community and create additional jobs.

### ✓ REDEVELOPMENT AREA

All TIF projects must occur within a redevelopment area that has been declared blighted and substandard by the City of Seward. The City of Seward has established a redevelopment area based upon a blight study that was completed in July of 2010. Please contact the Seward City Administrator or Seward County Economic Development Executive Director with your proposed property location to determine redevelopment verification & eligibility.

### ✓ PROJECT ELIGIBILITY

To be eligible for TIF, a proposed redevelopment project must be located in a designated redevelopment area in the City of Seward. TIF can be used to pay for eligible public improvements, which may include:

- Site Acquisition & Demolition
- Site Preparation – Landscaping
- HVAC Efficiency Systems
- Facade Improvement Upgrades
- Installation or Construction of Public
- Improvements Consisting of:
  - Streets & Utilities Extensions
  - Public Spaces- Green Space- Art Work
  - Public Facilities
  - Uses Listed In Q&A Section of Package
  - Or For Other Uses In Accordance With An Approved Redevelopment Plan

Additionally, in order to use TIF, the City must perform a cost-benefit analysis of the project and determine that the costs and benefits of the project are in the long-term best interest of the City and the project would not be economically feasible without the use of TIF.

### ✓ COMMUNITY REDEVELOPMENT AUTHORITY OR COMMUNITY DEVELOPMENT AGENCY

The Community Redevelopment Authority of the City of Seward ("CRA") is responsible for carrying out the redevelopment activities for the City. The CRA is instrumental in the TIF process. The CRA evaluates each TIF application and recommends redevelopment projects to the City. It also enters into approved redevelopment contracts with the redeveloper to establish the rights and obligations of the parties and the details of the TIF bond.

### ✓ TIF PROCESS CHECKLIST:

- Meeting with the City of Seward and developer's to review TIF process & determine initial eligibility of proposed TIF project
- Determine if prospective project is within the City's redevelopment area
- Determination of eligible publicly owned improvements
- Developer submits completed TIF application to Seward City Administrator's office with application fee
- Initial project analysis is completed by City of Seward TIF legal counsel
- Initial redevelopment project data for plan completed by City of Seward's TIF counsel
- Community Redevelopment Authority (CRA) reviews applications & selects projects
- CRA Board gives City Council 30-day notice before entering into redevelopment contract
- Redevelopment plan is amended to include the proposed & approved project by TIF counsel
- Certified notices of public hearings sent to Seward county taxing entities
- Public hearing scheduled & published for future City Planning Commission meeting
- Public hearing conducted at the City Planning Commission meeting to amend redevelopment plan & adopt project
- City of Seward's TIF legal counsel prepares final redevelopment plan amendments, required resolutions & ordinances
- Public hearing scheduled & published for future Seward City Council meeting
- Public hearing conducted at the Seward City Council meeting to amend redevelopment plan & adopt project
- Developer and CRA negotiate and sign redevelopment agreement setting forth the rights & obligations for the specific project
- TIF bond/note is rate circulated & issued
- The redevelopment project is completed & the additional tax revenue created by TIF project is collected and used to pay off the TIF bond/note debt obligation & then property returns to normal re-tax distribution process.

✓ **TIF APPLICATION PROCESS**

The applicant shall complete a fully legible City application request for TIF that is attached to this application package. The completed application document will be signed, dated and submitted to the Seward City Administrator or Seward County Economic Development Director for procession and future eligibility analysis.

- Application Fee: a nonrefundable application fee equal to the lesser of: (a) one percent of the requested TIF indebtedness; or (2) One Thousand Dollars and No/100 shall be submitted with the application. Fee applied toward 3% administrative fee collected at closing.

✓ **TIF FINANCING PROJECT EXAMPLE**

This demonstrates how TIF works with a hypothetical project. In this example, the developer owns a lot valued at \$10,000 located in the redevelopment area.

The developer is going to construct a building on the property such that the valuation of the property after the project will be \$250,000.

The annual TIF available for 15 years would be approximately \$4,933:

	Valuation	Taxes
Pre-project:	\$ 10,000	\$ 205
Completed Project:	\$250,000	\$5,138
Difference (Increment):	\$240,000	\$4,933

Assuming that a developer can borrow at a 6% interest rate, the TIF revenue, collected for 15 years could pay off a \$47,910 loan in this example:

**Present Value Calculation Case Example**

Year	TIF
1	\$ 4,933
2	\$ 4,933
3	\$ 4,933
4	\$ 4,933
5	\$ 4,933
6	\$ 4,933
7	\$ 4,933
8	\$ 4,933
9	\$ 4,933
10	\$ 4,933
11	\$ 4,933
12	\$ 4,933
13	\$ 4,933
14	\$ 4,933
15	<u>\$ 4,933</u>
Total	\$73,995

Present Value of \$73,995  
@ 6% = \$47,910

**TIF QUESTIONS AND ANSWERS**

**Q) What is a substandard & blighted area?**

**A)** An area that has been declared substandard and blighted in accordance with the Nebraska State Statutes. It is defined as one where conditions are present that may have a detrimental effect on public health, safety, morals, or welfare of the neighborhood.

**Q) What can a substandard area contain?**

**A)** The area may have inadequate infrastructure, conditions which endanger life and property by fire or other causes, dilapidated buildings, inadequate parking, congestion, and economically or socially unacceptable land uses.

**Q) How was the redevelopment area created?**

**A)** The redevelopment area was created in a study completed for the City of Seward by an independent Nebraska planning, architecture and urban design firm in July of 2010.

**Q) What is the Geography of the Redevelopment Area?**

**A)** The study considers the presence of substandard conditions or blight in the city of Seward pursuant to the requirements of the Nebraska Revised Statutes. A total of 468.8 acres are included in the TIF Redevelopment Area as of July 2010. Included in this application packet is a current redevelopment area map and TIF application projects must be in the shaded/designated areas.

**Q) How does TIF work?**

**A)** TIF is the use of new real property tax dollars created as the result of a commercial project to help support the financing of the project. TIF allows the use of the new property taxes generated by the increased value of the property to be paid on the TIF bond retirement. The taxes are redirected for the benefit of the project for a period of 15 years. Property taxes on the original value of the property continue to be paid to local taxing entities.

**Q) What types of projects are eligible?**

**A)** In other Nebraska TIF projects, it has been used to provide public improvements for economic development incentives for industrial and manufacturing entities, rental housing projects, upgrades of buildings and public facilities in downtown areas, purchase of land for redevelopment activities, update of business and recreational facilities, and other development enhancing activities. The City of Seward's CRA encourages and evaluates TIF projects based upon their positive impacts on neighborhoods and the community in general.

**Q) How do you qualify for TIF?**

**A)** Applicants/developers must fully complete a TIF application request and submit to the City of Seward Administrator's office with the application fee. Refer to the TIF Process Checklist on the previous page for full TIF process descriptions and requirements. The application must receive a recommendation for approval from the CRA.

# Tax-Increment Financing Application

CITY OF SEWARD, NEBRASKA  
COMMUNITY REDEVELOPMENT AUTHORITY (CRA)  
537 MAIN STREET – P.O. BOX 38 – SEWARD, NE 68434-0038  
(Return to City Administrator’s Office)

## PROJECT SCOPE: (PLEASE PRINT OR TYPE ALL INFORMATION)

### 1. Applicant Information

Dwell Development LLC

Business Name

Rachel Glock

Contact Person for Applicant

1901 Southern Light Drive

Street Address

Lincoln, NE 68512

Mailing Address

(308) 380-7437

Telephone

Alternate Telephone

Fax

rachel@dwelldg.com

Email

Partnership--Nebraska

Business Structure: (e.g. corporation, limited liability company, etc.; also identify the state of organization):

Rachel Glock, Jeff Keller, Jeff and Shannon Royal

Owners

### 2. Project Description--See Addendum -- Attachment A

- a. What type of business does this project involve (i.e. industrial, commercial, residential, etc.)
  - i. If the project involves housing, please give a description of intended tenants, type of household (families/elderly/etc.), income levels, impact on the schools and/or community, etc.:
  - ii. If the project involves retail business, please give a description of the retail business, how the community would benefit from this retail business, the impact on similar existing retail businesses, etc.:
  - iii. If the project involves industry, please give a description of the type of industry, impact on the environment, impact on the community, similar existing industries in town, etc.:
- b. What is the estimated number of new jobs this project will create?
- c. What is the pay scale and benefits package for these positions?

### 3. Proposed Project Site: See Addendum--Attachment A

Please provide the address, legal description, current owner. If the current owner is not the applicant, identify whether the project site is under contract, option, etc.: **Purchase Contract - Attachment B**

### 4. Physical Description of the Proposed Project: See Addendum--Attachment A

Building square footage, size of property, description of building materials, etc. (Attach site plan, if available) **Building & Site Plans --Attachment C**

### 5. Land Use:

- a. If property is to be subdivided, show division planned (attach copy of the plat):
- b. Current Zoning of the property:
- c. Is the proposed project a permitted use on the property? What permits would be required?
- d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues:

**6. Estimated Project Costs:**

- a. Land Acquisition, if applicable: \$ 550,000
- b. Site Development (itemize):
  - i. Demolition: \$ 30,000
  - ii. Grading: \$ 70,000
  - iii. Site Preparation \$ 50,000
  - iv. Other (explain): \$ 6,777,460
- c. Building Construction Cost: \$ 6,777,460
- d. Other Site Improvements (explain) \$
- e. Equipment: \$
- f. Architectural and Engineering Fees: \$ 153,000
- g. Legal Fees: \$ 15,000
- h. Financing Costs: \$ 145,000
- i. Broker Costs, if any: \$ 0
- j. Contingencies: \$ 0
- k. Other (explain): \$
- Total:** \$ 7,327,460

**7. Please attach the following documentation:**

- a. Construction Pro Forma. **See Proforma**
- b. Annual Income and Expense Pro Forma (with appropriate schedules) **See Proforma**
- c. Applicant's Corporate/Business Annual Financial Statements for the last three years. NA
- d. Business Plan for the proposed project. **See Addendum--Attachment A**

**8. Estimated Tax Increment: See Addendum--Attachment A**

- a. Total estimated assessed valuation of Real Property at completion (please also describe how you arrived at this value; e.g., discussions with County Assessor, based on previous construction projects, etc.):
- b. Latest property valuation before construction (from Property Tax Statement):
- c. Estimated increase in real estate valuation:
- d. Estimated new real estate tax generated annually:

**9. Proposed Source of Financing: See Addendum--Attachment A**

- a. Equity
- b. Bank loan (please provide conditional approval or commitment letters, if applicable): **Bank Letter - Attachment D**
- c. Tax Increment Financing:
- d. Other (please describe):

**10. Name and address of architect, engineer, and general contractor: See Addendum--Attachment A**

**11. Project construction schedule:**

- a. Construction start date: 04/01/2022
- b. Construction completion date: 06/01/2023
- c. If project is phased: NA

Year \_\_\_\_\_ / \_\_\_\_\_ % Complete

Year \_\_\_\_\_ / \_\_\_\_\_ % Complete

**12. Municipal reference (if applicable).** Please name any other municipality wherein the applicant, or other corporations the applicant has been involved with, has completed development within the last five years: **See Addendum--Attachment A**

13. Amount of TIF request: \$ \$650,000

14. Application Fee Paid: \$ \_\_\_\_\_

(Note: If the Application is approved, the applicant is not entitled to receive the requested TIF amount. The actual amount of the TIF Indebtedness will vary depending on multiple factors including without limitation lender interest rates, identification of eligible expenditures, and additional information identified in the redevelopment project approval process. However, as a general estimate for this application, request no more than ten (10) times the amount identified in section 8(d) of this application.

15. Describe eligible costs for which tax increment financing will be used.  
**See Addendum--Attachment A**

Please provide a detailed breakdown of proposed eligible uses and costs of each use, including any available bids or cost estimates for such work (include attachment if necessary):

16. Statement of necessity for use of tax increment financing (include attachment if necessary): **See Addendum--Attachment A**

- a. Is your project economically feasible as designed without tax increment financing? If no, please indicate how tax increment financing is necessary for the economic feasibility of your project.
- b. Would you locate your project in the redevelopment area without Tax Increment Financing? Explain.

17. List any other long term public benefits your project will bring to the City, or any other information relevant to this application. **See Addendum--Attachment A**

"Applicant" Rachel L. Glock  
By: \_\_\_\_\_  
Name: Rachel L. Glock  
Title: president

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of the 5th day of November, 2021 (the "**Effective Date**"), by and between Brian K. Fehlhafer and Cindy A. Fehlhafer, husband and wife ("**Seller**"), and Dwell Development LLC, a Nebraska limited liability company ("**Buyer**"). Seller and Buyer are collectively referred to herein as the "**Parties**".

### RECITALS

A. Seller owns certain real property situated at 1313 West HWY 34, in Seward County, Nebraska, which is legally described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference (the "**Property**").

B. Buyer wishes to purchase such Property (and the improvements located thereon) on the terms and conditions set forth in this Agreement.

C. The Parties hereby designate Title Services of Blue Valley in Seward, Nebraska as the title company and escrow agent (collectively, the "**Escrow Agent**") for the transaction contemplated by this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Property.** Subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the Property, together with all improvements and fixtures thereon, all privileges, rights, easements, and appurtenances pertaining thereto, including all right, title and interest in and to any adjacent streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to, or used in connection with the Property and all right, title, and interest of Seller, if any, in all mineral rights appurtenant to the Property. If the legal description for the Property provided in the Survey (as hereinafter defined) conflicts with the legal description provided in Exhibit "A", the legal description provided in the Survey shall control.

2. **Purchase Price.** Buyer shall pay to Seller for purchase of the Property the sum of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid to Escrow Agent, for the benefit of Seller, by cash, certified or cashier's check, or by wire transfer, as follows:

(a) Within three (3) business days after the Effective Date, the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "**Earnest Deposit**"); and

(b) At closing of the purchase contemplated by this Agreement (the "**Closing**"), the balance of the Purchase Price, after credit of the Earnest Deposit and such other prorations, adjustments, and costs, as described in this Agreement.

(c) At Closing, Escrow Agent shall apply the Earnest Deposit and all interest earned thereon to the Purchase Price. If Closing does not occur, interest shall be paid to the party entitled to receive the Earnest Deposit according to the terms of this Agreement.

3. **Closing.** The Closing shall take place at the office of Escrow Agent, or such other place as mutually agreed upon by the Parties, ninety (90) days after the Effective Date (the "**Closing Date**"), or sooner, in the event the Parties mutually agree in writing; provided the Closing Date shall be subject to extension by Buyer under Section 7(a), below.

(a) At the Closing, Seller shall:

(i) Deliver to Escrow Agent a duly executed and acknowledged Warranty Deed ("**Deed**") conveying marketable title in fee simple to the Property, free and clear of all liens and encumbrances, but subject to Permitted Exceptions (defined below);

(ii) Deliver to Escrow Agent a non-foreign person affidavit; and

(iii) Deliver to Escrow Agent all other Seller documents necessary to close this transaction in accordance with its terms and conditions and such other documents as are reasonably required by the Escrow Agent to be furnished by Seller, in form and content acceptable to Seller.

(b) At the Closing, Buyer shall, as an express condition to Seller's obligation to close this transaction (in addition to and not in lieu of any other conditions described in this Agreement):

(i) Pay the Purchase Price after crediting the Earnest Deposit and Closing adjustments, as provided for in this Agreement;

(ii) Deliver to Seller and Escrow Agent evidence of Buyer's capacity and authority for the Closing of this transaction;

(iii) Deliver to Escrow Agent and Seller all other Buyer documents necessary to close this transaction in accordance with its terms and conditions and such other documents as are reasonably required by the Escrow Agent to be furnished by Buyer, in a form and content acceptable to Escrow Agent and Seller.

4. **Possession.** Seller shall deliver possession of the Property to Buyer upon the conclusion of the Closing along with all keys, combinations, and other means of access for the Property, if any.

5. **Seller Deliveries.** Within ten (10) days after the Effective Date, Seller shall deliver to Buyer those items and materials included as part of "**Seller's Deliveries**", as described in this Agreement, but only to the extent such items and materials are in Seller's possession or reasonable control. Seller makes no representation or warranty regarding any information

contained in Seller's Deliveries except as expressly provided in this Agreement and Buyer shall make its own determination of its intent to proceed with the transaction after its review of the applicable Seller's Deliveries. Seller's Deliveries shall exclude any materials or information that is confidential to a party other than Seller.

6. **Expenses.**

(a) **Seller's Expenses:** Seller shall pay all documentary stamp taxes, one-half of the costs of the policy for title insurance ("**Title Insurance Policy**"), one-half of any escrow or Closing fees, all costs of preparation of the Deed, all of Seller's attorneys' fees, and all other expenses stipulated to be paid by Seller under other provisions of this Agreement.

(b) **Buyer's Expenses:** Buyer shall pay one-half of the costs of the Title Insurance Policy, one-half of the costs of any escrow or Closing fee, all costs of recording the Deed (excluding, however, documentary stamp taxes), all costs of surveying, feasibility inspections, or environmental assessments, all of Buyer's attorneys' fees, and all other expenses stipulated to be paid by Buyer under other provisions of this Agreement.

(c) **Other Prorations:**

(i) **Real Estate Taxes.** General real estate taxes relative to 2019 and prior years shall be paid by Seller. General real estate taxes for the 2020 calendar year (which become delinquent on May 1, 2021 and September 1, 2021) shall be paid by Seller prior to or at Closing. General real estate taxes for the 2021 calendar year (which become delinquent on May 1, 2022 and September 1, 2022) shall be prorated as of the date of Closing.

(ii) **Special Assessments.** Seller shall pay in full, on or before the date of Closing, any special assessments for public improvements ordered, completed, or under construction on the date of Closing.

(iii) **Fees and Charges Under Service Contracts, Licenses and Permits.** Fees and charges under any service contracts, licenses, and permits, if any, as they apply to the Property and as are being assumed by Buyer, shall be prorated as of Closing.

7. **Buyer's Due Diligence.**

(a) **Survey.** Prior to Closing, Buyer shall cause an ALTA survey of the Property to be prepared by a registered surveyor at Buyer's cost ("**Survey**"). As part of Seller's Deliveries, Seller shall provide to Buyer, all survey information Seller has in its possession regarding the Property. In the event that, despite Buyer's reasonable diligence, Buyer is unable to obtain a Survey of the Property prior to the Closing Date (i.e., 90 days from the Effective Date), Buyer may, in its discretion, extend the Closing Date for one additional period of 45 days via written notice of such extension to Seller

within 90 days after the Effective Date. Upon such election, the Closing Date shall be extended to 135 days after the Effective Date, or sooner, in the event the Parties mutually agree in writing. Buyer shall not have the unilateral right or option to extend the Closing Date for any other purpose other than that described in this Section 7(a).

(b) Title. Prior to Closing, Buyer shall obtain from Escrow Agent a commitment for the Title Insurance Policy in an amount of the Purchase Price (the "**Title Commitment**"). Any matters in the Title Commitment, except those that Seller agreed in writing to cure, shall be deemed "**Permitted Exceptions**" for purposes of this Agreement.

(c) Environmental Review. Prior to Closing, Buyer and Buyer's representatives shall have the right to enter upon the Property at any reasonable time, but with advance notice to Seller in each instance, to make surveys, studies, inspections, and other tests, including soil borings and samplings, at Buyer's cost. Any borings or temporary excavations shall be refilled by Buyer as promptly as the same shall have served their purpose. As part of Seller's Deliveries, Seller shall deliver to Buyer all environmental studies, assessments, audits or other environmental documents Seller has in its possession regarding the Property. Buyer shall indemnify Seller and hold Seller harmless from and against any and all costs, claims or expenses arising out of the failure of Buyer to promptly pay for the costs and expenses of such environmental review, or any damage to persons or property during or as a result of the environmental review.

(d) Feasibility. Prior to Closing, Buyer may conduct any and all physical, engineering, zoning and feasibility studies, and tests (collectively, "**Inspections**") with respect to the Property, at Buyer's cost, to determine whether or not the condition of the Property is reasonably acceptable to Buyer. As part of Seller's Deliveries, Seller shall deliver to Buyer all Inspections that Seller has in its possession regarding the Property. With prior notice to Seller in each instance, Buyer and its representatives may enter onto the Property at reasonable times to make such Inspections. All such Inspections shall be at the sole expense and risk of Buyer and shall not interfere with Seller's, or its tenants', if any, use and operation on the Property. Buyer shall indemnify Seller and hold Seller harmless from and against any and all costs, claims or expenses arising out of the failure of Buyer to promptly pay for the costs and expenses of such Inspections, or any damage to persons or property during or as a result of the Inspections.

(e) Government Approvals. Prior to Closing, Buyer may apply for and receive all government approvals necessary for, in Buyer's sole discretion, Buyer's intended use of the Property ("**Government Approvals**"). Such Government Approvals shall include, without limitation, approval of tax-increment financing for a project located on the Property and approval of the allocation of rural workforce housing funds toward said project. Seller represents and warrants that it will reasonably cooperate with Buyer, at no additional cost to Seller, in obtaining the Government Approvals, including executing applications and other documents requiring the consent or signature(s) of the current owner of the Property; provided that, if Closing does not occur, Buyer shall, at its sole

cost, rescind or undo any such Government Approvals sought by Buyer that materially affect Seller's use of the Property.

8. **Termination and Default.** Buyer may terminate this Agreement at any time prior to Closing upon written notice to Seller. Provided Seller is not in default of this Agreement at the time of such termination, then upon termination, the Earnest Deposit shall be retained by Seller and the Parties shall have no further rights or obligations under this Agreement except those explicitly provided herein to survive termination. Further, unless otherwise provided for in this Agreement, if a party fails to materially comply with any obligation or duty set forth herein, and fails to cure the same within fifteen (15) days of written notice from the non-breaching party, then the non-breaching party may terminate this Agreement via written notice to the breaching party, and thereupon, the Earnest Deposit shall be retained by the non-breaching party and the Parties shall have no further rights or obligations under this Agreement except those explicitly provided herein to survive termination. Return of the Earnest Deposit to the party entitled thereto under this Section 8 shall be the Parties' sole and exclusive remedy arising from the termination or default of this Agreement.

9. **Representations of Buyer.** To the best of Buyer's knowledge, Buyer hereby represents to Seller as of the Effective Date, to be recertified at Closing, as follows:

(a) Buyer is a Nebraska limited liability company duly organized, validly existing and in good standing under the laws of the State of Nebraska, has duly authorized the execution and performance of this Agreement, and such execution and performance will not violate any material term of its organizational documents and do not and will not conflict with or violate any law, rule, judgment, regulation, order, writ, injunction or decree of any court or governmental or quasi-governmental entity with jurisdiction over the Buyer, which would prevent Buyer from performing its obligations pursuant to this Agreement; and

(b) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy laws is pending against or contemplated by Buyer.

If any representation above is found by Seller, prior to the Closing Date, to become untrue and is not remedied by Buyer prior to the Closing Date despite notice to Buyer and Buyer's best efforts to cure, Seller may: (i) terminate this Agreement, in which event neither party shall have any further rights or obligations pursuant to this Agreement, and shall retain the Earnest Deposit as liquidated damages, or (ii) waive its objections and proceed to Closing. The representations in this Section shall survive Closing.

10. **Representations of Seller.** To the best of Seller's knowledge, based solely upon its actual knowledge, Seller hereby represents to Buyer as of the Effective Date and as of Closing, as follows:

(a) There are no parties in possession of the Property, or any part thereof, as lessees, sublessees or trespassers;

(b) There is no pending or threatened condemnation affecting the Property, or any part thereof;

(c) Seller is duly authorized and empowered to execute this Agreement and to sell the Property;

(d) There are and will be no unrecorded liens or Uniform Commercial Code liens created by Seller against any of the Property which will not be satisfied out of the Purchase Price or from other funds of Seller at or prior to Closing;

(e) Seller shall not further encumber the title to the Property without the prior written consent of Buyer;

(f) There are no service contracts or other contracts that will affect the Property after Closing;

(g) Seller shall not take, or fail to take, any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of Seller contained in this Agreement; and

(h) Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(i) To the best of Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create any environmental hazards or liabilities under the law, and there are no enforcement actions pending or threatened with respect thereto.

If any representation above is found by Buyer, prior to Closing, to become materially untrue and is not remedied by Seller prior to Closing, Buyer may: (i) terminate this Agreement, in which event neither party shall have any further rights or obligations pursuant to this Agreement, other than those that specifically survive termination, and the Earnest Deposit shall be returned to Buyer, or (ii) waive its objections and proceed to Closing.

11. **Condemnation.** If, prior to Closing, condemnation proceedings are commenced against all or a portion of the Property, which materially and adversely affect the Property, in Buyer's sole judgment, then Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller within fifteen (15) days after Buyer is advised of the commencement of condemnation proceedings, in which event, neither party shall have any further rights or obligations pursuant to this Agreement except those obligations that are specifically stated to survive termination. If this Agreement is so terminated, the Earnest Deposit shall be refunded to Buyer. If not so terminated, Buyer shall close this Agreement without adjustment to the Purchase Price and Buyer shall have the right to appear in and defend such condemnation proceedings, whether occurring or completed prior to or after Closing, and any award in condemnation relating to the Property shall become the Property of Buyer. Any condemnation award or payment in lieu of such condemnation proceedings made to Seller prior to Closing shall reduce the Purchase Price by the amount of such award.

12. **Casualty Loss.** Risk of loss by damage or destruction to the Property prior to the Closing shall be borne by Seller. In the event of material loss to the Property prior to Closing, Buyer shall have the option to terminate this Agreement or to proceed with the Closing. In the event Buyer elects to proceed with Closing, all insurance proceeds, if any, resulting from such damage or destruction shall be assigned in writing by Seller to Buyer, or if previously paid to Seller, then paid by Seller to Buyer at Closing, and the Purchase Price shall be reduced only by the deductible amount. If this Agreement is so terminated by Buyer, the Earnest Deposit shall be refunded to Buyer.

13. **Brokers' Fees.** Seller and Buyer each represent and warrant to the other that neither party has engaged a real estate broker with respect to the transaction contemplated under this Agreement and no real estate commission is payable with respect to said transaction. Each party hereby indemnifies and agrees to hold the other party harmless from and against any liability for payment of a brokerage commission or fee resulting from this transaction and arising by, through or under the indemnifying party.

14. **Confidentiality.** Seller agrees that this Agreement and all financial information regarding purchase of the Property (collectively, the "**Proprietary Information**") is confidential and, prior to Closing, shall not be disclosed to any other person other than Seller's lenders, equity partners, accountants, legal counsel, representatives and other consultants of Seller, on a need-to-know basis, who agree to maintain the confidentiality of such information. Seller agrees not to use or allow to be used any such information for any purpose other than to determine whether to proceed with the contemplated purchase. Notwithstanding any other term of this Agreement, the provisions of this Section shall survive Closing or the termination of this Agreement. Further, notwithstanding any other term or provision of this Agreement, in the event Seller breaches the terms or conditions of this Section, Buyer may seek any appropriate remedy at law or in equity, including, without limitation, seeking actual proven damages caused as a result of such breach by Seller.

15. **1031 Exchange.** Seller and Buyer acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange for either Buyer or Seller pursuant

to Section 1031 of the Internal Revenue Code, the regulations promulgated thereunder, revenue procedures, pronouncements and other guidance issued by the Internal Revenue Service. Each party hereby agrees to cooperate with each other and take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire any substitute property; (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the Parties to each other under this Agreement; (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange; and (d) no dates in this Agreement will be extended as a result of such exchange.

16. **Miscellaneous.**

(a) This Agreement shall not, by itself, be construed as a conveyance of title by Seller to Buyer.

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered (including, without limitation, facsimile delivery) or three (3) days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or Buyer, or sent via electronic mail, as the case may be, at the address of the respective party as set forth below. The addresses set forth below may be changed at any time by the parties by notice given in the manner provided above.

If to Seller: Brian Fehlhafer  
2542 Bluff Road  
Seward, NE 68434  
[bfahlhafer@yahoo.com](mailto:bfahlhafer@yahoo.com)

Copy to: Timothy Moll  
Rembolt Ludtke LLP  
125 South Sixth Street  
Seward, NE 68434  
[tmoll@remboltlawfirm.com](mailto:tmoll@remboltlawfirm.com)

If to Buyer: Jeff Royal  
5420 Nicholas Street  
Omaha, NE 68123  
[jroyal@dundeebanking.com](mailto:jroyal@dundeebanking.com)  
402-598-0873

Copy to: Michael Sands  
Baird Holm LLP  
1700 Farnam Street; Suite 1500  
Omaha, NE 68102  
[msands@bairdholm.com](mailto:msands@bairdholm.com)

(c) This Agreement shall be construed under and in accordance with the laws of the State of Nebraska, without regard to principles of conflicts of law.

(d) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(e) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(f) This Agreement constitutes the sole and only agreement of the Parties hereto with respect to the Property and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter and cannot be changed except by their written consent.

(g) Time is of the essence regarding the payment and performance of this Agreement. If time for performance under this Agreement falls on a weekend, or a State of Nebraska or federal holiday, the time for performance shall extend to the following business day thereafter.

(h) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise. The headings in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

(i) Buyer may assign this Agreement without Seller's consent provided that such assignment shall not relieve Buyer of Buyer's obligations hereunder. Buyer shall notify Seller and Escrow Agent of any such assignment at least five (5) days prior to Closing. Seller may assign this Agreement for purposes of facilitating a like kind exchange of real estate provided that such assignment shall not relieve Seller of Seller's obligations hereunder.

(j) The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any portion, right, or remedy herein contained shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect.

**Executed in multiple originals effective as of the Effective Date.  
The remainder of this page is intentionally blank.**

Executed in multiple originals as of the Effective Date.

**SELLER:**

Brian K. Fehlhafer and Cindy A. Fehlhafer,  
husband and wife

By: Brian K Fehlhafer  
Brian K. Fehlhafer

By: Cindy A. Fehlhafer  
Cindy A. Fehlhafer

Executed in multiple originals as of the Effective Date.

**BUYER:**

Dwell Development LLC,  
a Nebraska limited liability company

By: Rachel L. Glock

Name: Rachel L. Glock

Title: member

**EXHIBIT A  
TO REAL ESTATE PURCHASE AGREEMENT**

**Legal Description and Depiction of Property**

**Legal Description:**

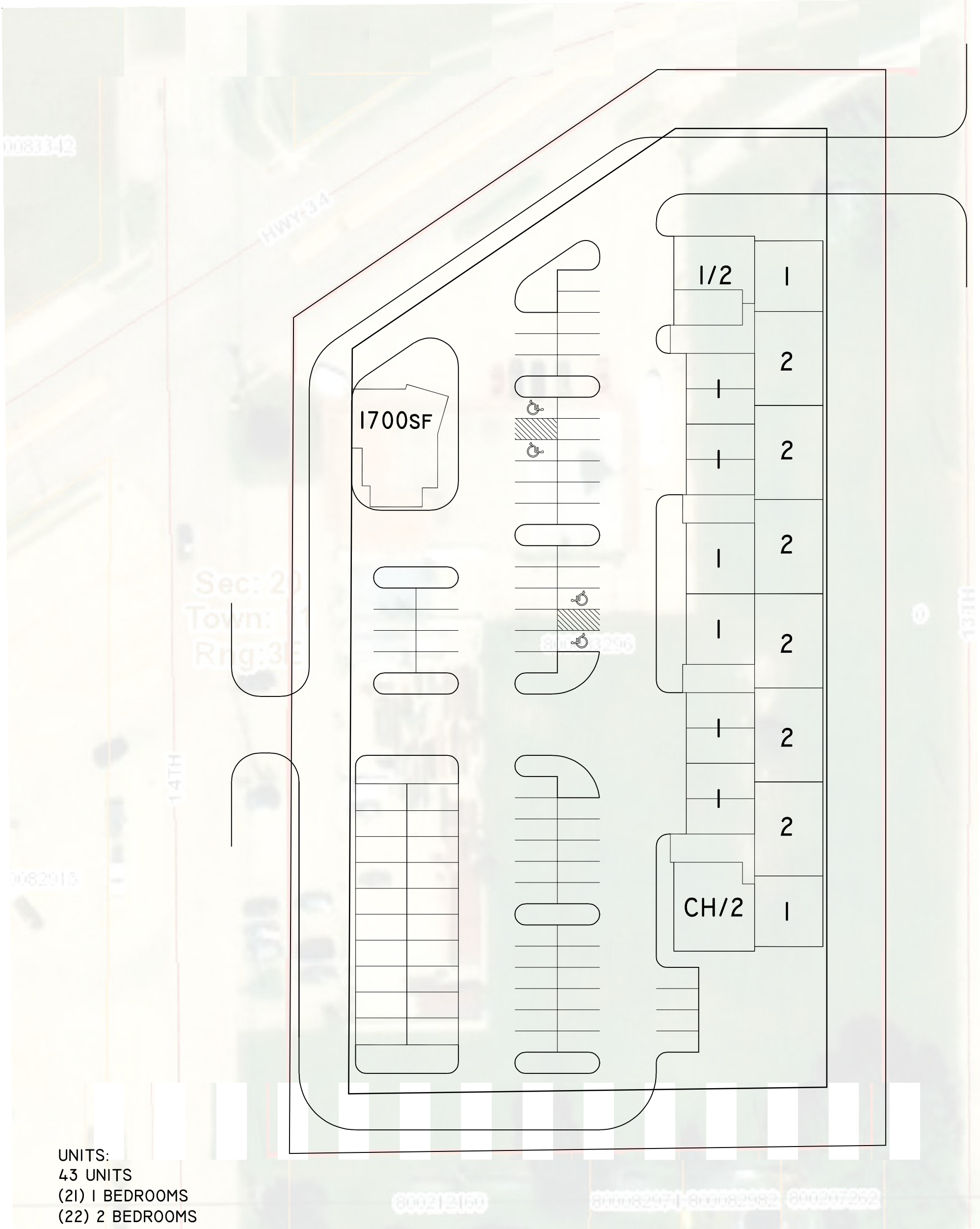
SEWARD H M & R ADDITION ALL BLOCK 30 S OF HWY, LOTS 1- 6 BLOCK 19, 1/2 ADJ VAC ST & ALLEYS.

\* In the event the legal description for the Property provided in the Survey and/or Title Commitment conflicts with the above legal description, the legal description provided in the Survey and/or Title Commitment shall control.

**Depiction:**

Parcel No. 800083296

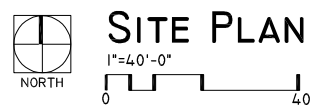




**UNITS:**  
 43 UNITS  
 (21) 1 BEDROOMS  
 (22) 2 BEDROOMS

**PARKING:**  
 10 SURFACE (RETAIL)

9 ATTACHED GARAGES  
 20 DETACHED GARAGES  
 54 SURFACE (APARTMENTS)  
**TOTAL: 83 STALLS = 1.93SP/DU**

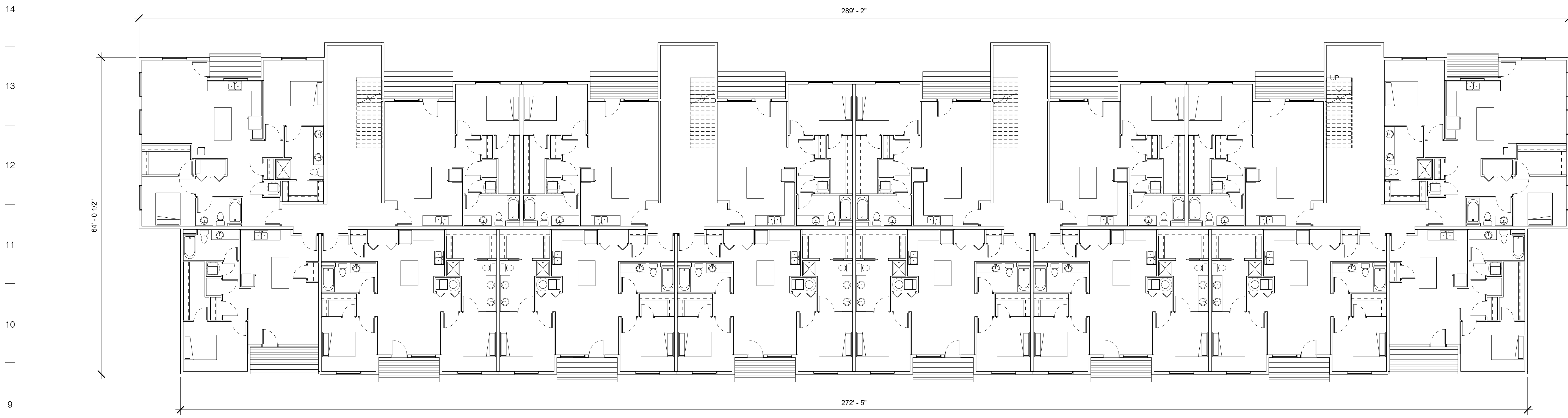


**SITE PLAN**

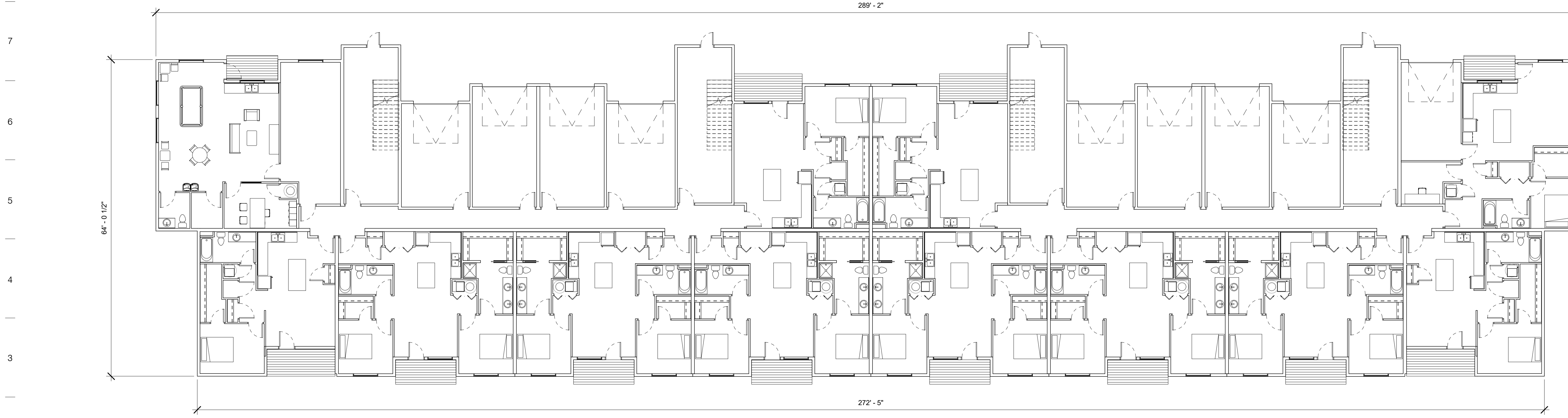
NOTES:  
 1) ALL EXTERIOR DIMENSIONS TO OUTSIDE OF SHEATHING  
 2) UNLESS OTHERWISE NOTED, ALL INTERIOR DOORS TO BE LOCATED:  
 A) @ CENTER OF ALL CLOSET SPACES  
 B) @ 4" FROM FRAMING TO DOOR JAMB  
 3) PROVIDE DRAFT STOP IN FLOOR TRUSS AREAS OVER 1000 SF

# Attachment C

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X 1 SECOND AND THIRD FLOOR PLAN  
 3/32" = 1'-0"



X 2 FIRST FLOOR PLAN  
 3/32" = 1'-0"

13
12
11
10
9

8
7
6
5
4
3
2
1

KELLAR SEWARD	NO. > ISSUED FOR >	DATE >
MULTI-FAMILY	1	PRELIM
SEWARD, NE		YYYYMMDD
FLOOR PLAN		





Opt 1-A



Opt 1-B





Opt 1-A



Opt 1-B



Opt 1-A



Opt 1-B



# Attachment C





Opt 2



Opt 2







# RIVERSTONE BANK

October 19, 2021

To Whom It May Concern,

Please accept this letter as a financing reference regarding Jeff Royal and Jeff Keller. Riverstone Bank has had an extensive lending relationship With Mr. Royal and Mr. Keller whom have both historically handled their lending obligations perfectly and are currently in good standing. Riverstone Bank would indeed offer Mr. Royal and Mr. Keller additional financing subject to applicable satisfactory credit underwriting. Please feel free to contact me at 402 781-2315 with any additional questions.

Sincerely,

Steve Glade

President/CEO



Member  
**FDIC**



600 South 4th, PO Box 39  
Eagle, NE 68347



402.781.2315



BankRiverstone.com

## 2. Project Description

- a. What type of business does this project involve: Residential Commercial Property
  - i. Dwell Development Group was incorporated in 2021 to develop and build housing, focusing on communities in Nebraska and Iowa that demonstrate a lack of housing for their workforces. Our group understands the necessity of quality housing for communities to support businesses, schools, family, and their future growth and development. In recent years, the populations of smaller communities in Nebraska and Iowa have increased, the rate of new housing construction has not kept up with the demand, and the current housing is aging and often reaching the end of its useful life. Nebraska businesses are experiencing great economic successes, but struggling with recruitment of employees and associated labor shortages. Understanding that quality housing can be a large piece of this economic puzzle, we look forward to helping provide valuable solutions. This project would be intended to target workforce housing including young professionals and families, but could also be a great option for those looking to downsize.
- b. What is the estimated number of new jobs this project will create?
  - i. This project will create approximately one new job upon completion which is budgeted at \$50,000 annually. There will be some seasonal part-time positions that recur annually to take care of mowing and other seasonal maintenance. It will also create many jobs and help support several businesses during construction. An estimated 40% of the total cost to build the apartment building (\$6,777,460) will be in labor costs (\$2,710,984).
- c. What is the pay scale and benefits package for these positions?
  - i. Property Leasing position \$18-\$25/hr.

## 3. Proposed Project Site:

Please provide the address, legal description, current owner. If the current owner is not the applicant, identify whether the project site is under contract, option, etc.:

Address: 1313 West HWY 34, Seward, NE 68434

Legal Description: SEWARD H M & R ADDITION ALL BLOCK 30 S OF HWY, LOTS 1-6 BLOCK 19, 1/2 ADJ VAC ST & ALLEYS

Current owner: Brian K. and Cindy A. Fehlhafer - The project site is under contract. [See Attachment B](#)

## 4. Physical Description of the Proposed Project:

Building square footage, size of property, description of building materials, etc.  
(Attach site plan, if available) [See attachment C](#)

Size of Property: 107,593 SF; 2.47 AC

Building square footage: Approximately 52,000 sqft apartment building and 7,000 sqft detached garages.

Description of building materials: Stick frame construction, brick/stone veneer, fiber-cement siding and trim. Roofs will be pitched roof trusses with wood sheathing and asphalt shingles. Interior finishes to include solid surface/granite countertops, lvt and carpeting throughout the units.

5. Land Use:

- a. If property is to be subdivided, show division planned (attach copy of the plat)  
Not Applicable.
- b. Current Zoning of the property: Commercial
- c. Is the proposed project a permitted use on the property? What permits would be required?  
  
Yes; none
- d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues:

7. **Business Plan for the proposed project:**

Dwell Development Group is proposing a market rate multifamily development on the site of the former Napa Auto Parts store lot. The lot has stood vacant for several years after the business relocated elsewhere in town after a fire destroyed the original building. Dwell Development Group plans to develop and build 43 market rate apartments on the site with nine attached garages, twenty detached garages, and 54 surface parking stalls. The project will consist of one three-story building (the third floor being a duplication of the second floor) including an attached clubhouse space with a small workout facility, office, package closet, and community space. Varied one & two-bedroom floor plan layouts offer unique options including balconies, patios, walk in closets, kitchen islands and in unit washer & dryers. Other interior finishes include granite counter tops and stainless-steel appliances. The project's unit mix will consist of 21 one-bedroom apartments and 22 two-bedroom apartments.

Anticipated construction of the project to begin April 2022 with an estimated completion date of June 2023. Approximately 60 days prior to completion of the project pre-leasing activities would commence to include a website, marketing, and support staff to assist with those activities. The group anticipates it will take approximately 6 months for the project to be 90% leased.

During construction, Dwell Development Group plans to have on site oversight of all construction activities and will work to engage local subcontractors to be a part of the project. Upon completion, its expected that the project will employ one part-time leasing/property manager, one part-time maintenance technician and one part-time seasonal employee. The development group will continue to own the project and stay very active in the day to day management of the property, however direct property management will be subcontracted to a qualified quality property management company.

8. Estimated Tax Increment:

- a. Total estimated assessed valuation of Real Property at completion (please also describe how you arrived at this value; e.g., discussions with County Assessor, based on previous construction projects, etc.):

\$3,805,140—Discussion with Seward County Assessor Marilyn Hladky and her appraiser.

- b. Latest property valuation before construction (from PropertyTax Statement):

\$161,750

- c. Estimated increase in real estate valuation:

\$3,643,390

- d. Estimated new real estate tax generated annually:

\$66,581.62

9. Proposed Source of Financing:

- a. Equity:

\$1,117,460

- b. Bank loan (please provide conditional approval or commitment letters, if applicable): [Attachment D](#)

\$4,850,000

- c. Tax Increment Financing:

\$650,000

- d. Other (please describe):

Rural Workforce Housing Grant: \$460,000

LB840:

\$250,000

10. Name and address of architect, engineer, and general contractor:

Architect: Dave Johnson  
Studio 951  
800 P St. # 203  
Lincoln, NE 68508

Engineer: E & A Consulting Group, Inc.  
10909 Mill Valley Rd, Suite 100  
Omaha, NE 68154

General Contractor: Rachel Glock  
Dwell Construction  
1901 Southern Light Drive  
Lincoln, NE 68512

12. Municipal reference (if applicable). Please name any other municipality wherein the applicant, or other corporations the applicant has been involved with, has completed development within the last five years:

The Flats at 5th  
2676 E 5th Avenue  
Columbus, NE 68601

Glenwood Marshalltown  
Marshalltown, IA

15. Describe eligible costs for which tax increment financing will be used.

Please provide a detailed breakdown of proposed eligible uses and costs of each use, including any available bids or cost estimates for such work (include attachment if necessary).

TIF financing will be used to cover a portion of cost for land acquisition, site demolition, site improvements and public improvements.

Land Acquisition:	\$550,000
Site Demolition:	\$30,000
Site Improvements:	<u>\$220,000</u>
Total	\$800,000

**16. Statement of necessity for use of tax increment financing (include attachment if necessary):**

a. Is your project economically feasible as designed without tax increment financing? If no, please indicate how tax increment financing is necessary for the economic feasibility of your project.

The project is not economically feasible without TIF financing as the land costs are relatively high and current construction costs are extremely high. Unfortunately, there aren't very many comparable properties in the market, however the existing competition has relatively low rents in comparison to the cost to construct.

b. Would you locate your project in the redevelopment area without Tax Increment Financing? Explain.

No, we would not locate our project in the redevelopment area without TIF financing. Without the additional funding, the project is not economically feasible with the high cost of land and the increased costs of construction materials and labor.

**17. List any other long term public benefits your project will bring to the City or any other information relevant to this application.**

Our project will provide much-needed housing in Seward, NE to maintain and attract a workforce that will help Seward's economy grow and thrive. We believe housing is one of the primary pillars to support a community's quality of life, growth and development. As a community by being able to offer quality housing you provide incoming businesses and prospective employees an option for living, working, and becoming more invested as a stakeholder in the community. Stable quality housing also provides children the support they need to feel safe, have a place to belong to, and focus on learning and engaging positively in their community.



Mont	Beg. Balance	Payment	Interest	Principal	End Balance	Remaining Pmts	Annual Income	Annual Cash Ret
0					\$4,850,000	300		
1	\$4,850,000	\$24,280	\$14,146	\$10,134	\$4,839,866	299	25,606	1,326
2	\$4,839,866	\$24,280	\$14,116	\$10,164	\$4,829,702	298	25,606	1,326
3	\$4,829,702	\$24,280	\$14,087	\$10,194	\$4,819,508	297	25,606	1,326
4	\$4,819,508	\$24,280	\$14,057	\$10,223	\$4,809,285	296	25,606	1,326
5	\$4,809,285	\$24,280	\$14,027	\$10,253	\$4,799,032	295	25,606	1,326
6	\$4,799,032	\$24,280	\$13,997	\$10,283	\$4,788,748	294	25,606	1,326
7	\$4,788,748	\$24,280	\$13,967	\$10,313	\$4,778,435	293	25,606	1,326
8	\$4,778,435	\$24,280	\$13,937	\$10,343	\$4,768,092	292	25,606	1,326
9	\$4,768,092	\$24,280	\$13,907	\$10,373	\$4,757,719	291	25,606	1,326
10	\$4,757,719	\$24,280	\$13,877	\$10,404	\$4,747,315	290	25,606	1,326
11	\$4,747,315	\$24,280	\$13,846	\$10,434	\$4,736,881	289	25,606	1,326
12	\$4,736,881	\$24,280	\$13,816	\$10,464	\$4,726,417	288	25,606	1,326
13	\$4,726,417	\$24,280	\$13,785	\$10,495	\$4,715,922	287	25,606	1,326
14	\$4,715,922	\$24,280	\$13,755	\$10,525	\$4,705,397	286	25,606	1,326
15	\$4,705,397	\$24,280	\$13,724	\$10,556	\$4,694,841	285	25,606	1,326
16	\$4,694,841	\$24,280	\$13,693	\$10,587	\$4,684,254	284	25,606	1,326
17	\$4,684,254	\$24,280	\$13,662	\$10,618	\$4,673,636	283	25,606	1,326
18	\$4,673,636	\$24,280	\$13,631	\$10,649	\$4,662,987	282	25,606	1,326
19	\$4,662,987	\$24,280	\$13,600	\$10,680	\$4,652,307	281	25,606	1,326
20	\$4,652,307	\$24,280	\$13,569	\$10,711	\$4,641,596	280	25,606	1,326
21	\$4,641,596	\$24,280	\$13,538	\$10,742	\$4,630,854	279	25,606	1,326
22	\$4,630,854	\$24,280	\$13,507	\$10,774	\$4,620,080	278	25,606	1,326
23	\$4,620,080	\$24,280	\$13,475	\$10,805	\$4,609,275	277	25,606	1,326
24	\$4,609,275	\$24,280	\$13,444	\$10,837	\$4,598,439	276	25,606	1,326
25	\$4,598,439	\$24,280	\$13,412	\$10,868	\$4,587,571	275	25,606	1,326
26	\$4,587,571	\$24,280	\$13,380	\$10,900	\$4,576,671	274	25,606	1,326
27	\$4,576,671	\$24,280	\$13,349	\$10,932	\$4,565,739	273	25,606	1,326
28	\$4,565,739	\$24,280	\$13,317	\$10,964	\$4,554,776	272	25,606	1,326
29	\$4,554,776	\$24,280	\$13,285	\$10,995	\$4,543,780	271	25,606	1,326
30	\$4,543,780	\$24,280	\$13,253	\$11,028	\$4,532,753	270	25,606	1,326
31	\$4,532,753	\$24,280	\$13,221	\$11,060	\$4,521,693	269	25,606	1,326
32	\$4,521,693	\$24,280	\$13,188	\$11,092	\$4,510,601	268	25,606	1,326
33	\$4,510,601	\$24,280	\$13,156	\$11,124	\$4,499,477	267	25,606	1,326
34	\$4,499,477	\$24,280	\$13,123	\$11,157	\$4,488,320	266	25,606	1,326
35	\$4,488,320	\$24,280	\$13,091	\$11,189	\$4,477,131	265	25,606	1,326
36	\$4,477,131	\$24,280	\$13,058	\$11,222	\$4,465,909	264	25,606	1,326
37	\$4,465,909	\$24,280	\$13,026	\$11,255	\$4,454,654	263	25,606	1,326
38	\$4,454,654	\$24,280	\$12,993	\$11,288	\$4,443,366	262	25,606	1,326
39	\$4,443,366	\$24,280	\$12,960	\$11,320	\$4,432,046	261	25,606	1,326
40	\$4,432,046	\$24,280	\$12,927	\$11,353	\$4,420,693	260	25,606	1,326
41	\$4,420,693	\$24,280	\$12,894	\$11,387	\$4,409,306	259	25,606	1,326
42	\$4,409,306	\$24,280	\$12,860	\$11,420	\$4,397,886	258	25,606	1,326
43	\$4,397,886	\$24,280	\$12,827	\$11,453	\$4,386,433	257	25,606	1,326
44	\$4,386,433	\$24,280	\$12,794	\$11,486	\$4,374,947	256	25,606	1,326
45	\$4,374,947	\$24,280	\$12,760	\$11,520	\$4,363,427	255	25,606	1,326
46	\$4,363,427	\$24,280	\$12,727	\$11,554	\$4,351,873	254	25,606	1,326
47	\$4,351,873	\$24,280	\$12,693	\$11,587	\$4,340,286	253	25,606	1,326
48	\$4,340,286	\$24,280	\$12,659	\$11,621	\$4,328,665	252	25,606	1,326
49	\$4,328,665	\$24,280	\$12,625	\$11,655	\$4,317,010	251	25,606	1,326
50	\$4,317,010	\$24,280	\$12,591	\$11,689	\$4,305,321	250	25,606	1,326
51	\$4,305,321	\$24,280	\$12,557	\$11,723	\$4,293,598	249	25,606	1,326
52	\$4,293,598	\$24,280	\$12,523	\$11,757	\$4,281,841	248	25,606	1,326
53	\$4,281,841	\$24,280	\$12,489	\$11,792	\$4,270,049	247	25,606	1,326
54	\$4,270,049	\$24,280	\$12,454	\$11,826	\$4,258,223	246	25,606	1,326
55	\$4,258,223	\$24,280	\$12,420	\$11,860	\$4,246,363	245	25,606	1,326
56	\$4,246,363	\$24,280	\$12,385	\$11,895	\$4,234,468	244	25,606	1,326
57	\$4,234,468	\$24,280	\$12,351	\$11,930	\$4,222,538	243	25,606	1,326
58	\$4,222,538	\$24,280	\$12,316	\$11,965	\$4,210,573	242	25,606	1,326
59	\$4,210,573	\$24,280	\$12,281	\$11,999	\$4,198,574	241	25,606	1,326
60	\$4,198,574	\$24,280	\$12,246	\$12,034	\$4,186,540	240	25,606	1,326
61	\$4,186,540	\$24,280	\$12,211	\$12,070	\$4,174,470	239	25,606	1,326
62	\$4,174,470	\$24,280	\$12,176	\$12,105	\$4,162,365	238	25,606	1,326
63	\$4,162,365	\$24,280	\$12,140	\$12,140	\$4,150,225	237	25,606	1,326
64	\$4,150,225	\$24,280	\$12,105	\$12,175	\$4,138,050	236	25,606	1,326

65	\$4,138,050	\$24,280	\$12,069	\$12,211	\$4,125,839	235	25,606	1,326
66	\$4,125,839	\$24,280	\$12,034	\$12,247	\$4,113,592	234	25,606	1,326
67	\$4,113,592	\$24,280	\$11,998	\$12,282	\$4,101,310	233	25,606	1,326
68	\$4,101,310	\$24,280	\$11,962	\$12,318	\$4,088,992	232	25,606	1,326
69	\$4,088,992	\$24,280	\$11,926	\$12,354	\$4,076,638	231	25,606	1,326
70	\$4,076,638	\$24,280	\$11,890	\$12,390	\$4,064,248	230	25,606	1,326
71	\$4,064,248	\$24,280	\$11,854	\$12,426	\$4,051,822	229	25,606	1,326
72	\$4,051,822	\$24,280	\$11,818	\$12,462	\$4,039,359	228	25,606	1,326
73	\$4,039,359	\$24,280	\$11,781	\$12,499	\$4,026,861	227	25,606	1,326
74	\$4,026,861	\$24,280	\$11,745	\$12,535	\$4,014,325	226	25,606	1,326
75	\$4,014,325	\$24,280	\$11,708	\$12,572	\$4,001,754	225	25,606	1,326
76	\$4,001,754	\$24,280	\$11,672	\$12,608	\$3,989,145	224	25,606	1,326
77	\$3,989,145	\$24,280	\$11,635	\$12,645	\$3,976,500	223	25,606	1,326
78	\$3,976,500	\$24,280	\$11,598	\$12,682	\$3,963,818	222	25,606	1,326
79	\$3,963,818	\$24,280	\$11,561	\$12,719	\$3,951,099	221	25,606	1,326
80	\$3,951,099	\$24,280	\$11,524	\$12,756	\$3,938,342	220	25,606	1,326
81	\$3,938,342	\$24,280	\$11,487	\$12,793	\$3,925,549	219	25,606	1,326
82	\$3,925,549	\$24,280	\$11,450	\$12,831	\$3,912,718	218	25,606	1,326
83	\$3,912,718	\$24,280	\$11,412	\$12,868	\$3,899,850	217	25,606	1,326
84	\$3,899,850	\$24,280	\$11,375	\$12,906	\$3,886,945	216	25,606	1,326
85	\$3,886,945	\$24,280	\$11,337	\$12,943	\$3,874,001	215	25,606	1,326
86	\$3,874,001	\$24,280	\$11,299	\$12,981	\$3,861,020	214	25,606	1,326
87	\$3,861,020	\$24,280	\$11,261	\$13,019	\$3,848,001	213	25,606	1,326
88	\$3,848,001	\$24,280	\$11,223	\$13,057	\$3,834,944	212	25,606	1,326
89	\$3,834,944	\$24,280	\$11,185	\$13,095	\$3,821,849	211	25,606	1,326
90	\$3,821,849	\$24,280	\$11,147	\$13,133	\$3,808,716	210	25,606	1,326
91	\$3,808,716	\$24,280	\$11,109	\$13,171	\$3,795,545	209	25,606	1,326
92	\$3,795,545	\$24,280	\$11,070	\$13,210	\$3,782,335	208	25,606	1,326
93	\$3,782,335	\$24,280	\$11,032	\$13,248	\$3,769,086	207	25,606	1,326
94	\$3,769,086	\$24,280	\$10,993	\$13,287	\$3,755,799	206	25,606	1,326
95	\$3,755,799	\$24,280	\$10,954	\$13,326	\$3,742,473	205	25,606	1,326
96	\$3,742,473	\$24,280	\$10,916	\$13,365	\$3,729,109	204	25,606	1,326
97	\$3,729,109	\$24,280	\$10,877	\$13,404	\$3,715,705	203	25,606	1,326
98	\$3,715,705	\$24,280	\$10,837	\$13,443	\$3,702,262	202	25,606	1,326
99	\$3,702,262	\$24,280	\$10,798	\$13,482	\$3,688,780	201	25,606	1,326
100	\$3,688,780	\$24,280	\$10,759	\$13,521	\$3,675,259	200	25,606	1,326
101	\$3,675,259	\$24,280	\$10,720	\$13,561	\$3,661,698	199	25,606	1,326
102	\$3,661,698	\$24,280	\$10,680	\$13,600	\$3,648,098	198	25,606	1,326
103	\$3,648,098	\$24,280	\$10,640	\$13,640	\$3,634,458	197	25,606	1,326
104	\$3,634,458	\$24,280	\$10,601	\$13,680	\$3,620,778	196	25,606	1,326
105	\$3,620,778	\$24,280	\$10,561	\$13,720	\$3,607,059	195	25,606	1,326
106	\$3,607,059	\$24,280	\$10,521	\$13,760	\$3,593,299	194	25,606	1,326
107	\$3,593,299	\$24,280	\$10,480	\$13,800	\$3,579,499	193	25,606	1,326
108	\$3,579,499	\$24,280	\$10,440	\$13,840	\$3,565,659	192	25,606	1,326
109	\$3,565,659	\$24,280	\$10,400	\$13,880	\$3,551,779	191	25,606	1,326
110	\$3,551,779	\$24,280	\$10,359	\$13,921	\$3,537,858	190	25,606	1,326
111	\$3,537,858	\$24,280	\$10,319	\$13,961	\$3,523,896	189	25,606	1,326
112	\$3,523,896	\$24,280	\$10,278	\$14,002	\$3,509,894	188	25,606	1,326
113	\$3,509,894	\$24,280	\$10,237	\$14,043	\$3,495,851	187	25,606	1,326
114	\$3,495,851	\$24,280	\$10,196	\$14,084	\$3,481,767	186	25,606	1,326
115	\$3,481,767	\$24,280	\$10,155	\$14,125	\$3,467,642	185	25,606	1,326
116	\$3,467,642	\$24,280	\$10,114	\$14,166	\$3,453,476	184	25,606	1,326
117	\$3,453,476	\$24,280	\$10,073	\$14,208	\$3,439,268	183	25,606	1,326
118	\$3,439,268	\$24,280	\$10,031	\$14,249	\$3,425,019	182	25,606	1,326
119	\$3,425,019	\$24,280	\$9,990	\$14,291	\$3,410,728	181	25,606	1,326
120	\$3,410,728	\$24,280	\$9,948	\$14,332	\$3,396,396	180	25,606	1,326
121	\$3,396,396	\$24,280	\$9,906	\$14,374	\$3,382,022	179	25,606	1,326
122	\$3,382,022	\$24,280	\$9,864	\$14,416	\$3,367,606	178	25,606	1,326
123	\$3,367,606	\$24,280	\$9,822	\$14,458	\$3,353,148	177	25,606	1,326
124	\$3,353,148	\$24,280	\$9,780	\$14,500	\$3,338,648	176	25,606	1,326
125	\$3,338,648	\$24,280	\$9,738	\$14,543	\$3,324,105	175	25,606	1,326
126	\$3,324,105	\$24,280	\$9,695	\$14,585	\$3,309,520	174	25,606	1,326
127	\$3,309,520	\$24,280	\$9,653	\$14,627	\$3,294,893	173	25,606	1,326
128	\$3,294,893	\$24,280	\$9,610	\$14,670	\$3,280,223	172	25,606	1,326
129	\$3,280,223	\$24,280	\$9,567	\$14,713	\$3,265,510	171	25,606	1,326
130	\$3,265,510	\$24,280	\$9,524	\$14,756	\$3,250,754	170	25,606	1,326
131	\$3,250,754	\$24,280	\$9,481	\$14,799	\$3,235,955	169	25,606	1,326

132	\$3,235,955	\$24,280	\$9,438	\$14,842	\$3,221,113	168	25,606	1,326
133	\$3,221,113	\$24,280	\$9,395	\$14,885	\$3,206,228	167	25,606	1,326
134	\$3,206,228	\$24,280	\$9,351	\$14,929	\$3,191,299	166	25,606	1,326
135	\$3,191,299	\$24,280	\$9,308	\$14,972	\$3,176,327	165	25,606	1,326
136	\$3,176,327	\$24,280	\$9,264	\$15,016	\$3,161,311	164	25,606	1,326
137	\$3,161,311	\$24,280	\$9,220	\$15,060	\$3,146,251	163	25,606	1,326
138	\$3,146,251	\$24,280	\$9,177	\$15,104	\$3,131,147	162	25,606	1,326
139	\$3,131,147	\$24,280	\$9,133	\$15,148	\$3,116,000	161	25,606	1,326
140	\$3,116,000	\$24,280	\$9,088	\$15,192	\$3,100,808	160	25,606	1,326
141	\$3,100,808	\$24,280	\$9,044	\$15,236	\$3,085,571	159	25,606	1,326
142	\$3,085,571	\$24,280	\$9,000	\$15,281	\$3,070,291	158	25,606	1,326
143	\$3,070,291	\$24,280	\$8,955	\$15,325	\$3,054,966	157	25,606	1,326
144	\$3,054,966	\$24,280	\$8,910	\$15,370	\$3,039,596	156	25,606	1,326
145	\$3,039,596	\$24,280	\$8,865	\$15,415	\$3,024,181	155	25,606	1,326
146	\$3,024,181	\$24,280	\$8,821	\$15,460	\$3,008,721	154	25,606	1,326
147	\$3,008,721	\$24,280	\$8,775	\$15,505	\$2,993,216	153	25,606	1,326
148	\$2,993,216	\$24,280	\$8,730	\$15,550	\$2,977,666	152	25,606	1,326
149	\$2,977,666	\$24,280	\$8,685	\$15,595	\$2,962,071	151	25,606	1,326
150	\$2,962,071	\$24,280	\$8,639	\$15,641	\$2,946,430	150	25,606	1,326
151	\$2,946,430	\$24,280	\$8,594	\$15,686	\$2,930,744	149	25,606	1,326
152	\$2,930,744	\$24,280	\$8,548	\$15,732	\$2,915,011	148	25,606	1,326
153	\$2,915,011	\$24,280	\$8,502	\$15,778	\$2,899,233	147	25,606	1,326
154	\$2,899,233	\$24,280	\$8,456	\$15,824	\$2,883,409	146	25,606	1,326
155	\$2,883,409	\$24,280	\$8,410	\$15,870	\$2,867,539	145	25,606	1,326
156	\$2,867,539	\$24,280	\$8,364	\$15,917	\$2,851,622	144	25,606	1,326
157	\$2,851,622	\$24,280	\$8,317	\$15,963	\$2,835,659	143	25,606	1,326
158	\$2,835,659	\$24,280	\$8,271	\$16,010	\$2,819,650	142	25,606	1,326
159	\$2,819,650	\$24,280	\$8,224	\$16,056	\$2,803,593	141	25,606	1,326
160	\$2,803,593	\$24,280	\$8,177	\$16,103	\$2,787,490	140	25,606	1,326
161	\$2,787,490	\$24,280	\$8,130	\$16,150	\$2,771,340	139	25,606	1,326
162	\$2,771,340	\$24,280	\$8,083	\$16,197	\$2,755,143	138	25,606	1,326
163	\$2,755,143	\$24,280	\$8,036	\$16,244	\$2,738,899	137	25,606	1,326
164	\$2,738,899	\$24,280	\$7,988	\$16,292	\$2,722,607	136	25,606	1,326
165	\$2,722,607	\$24,280	\$7,941	\$16,339	\$2,706,267	135	25,606	1,326
166	\$2,706,267	\$24,280	\$7,893	\$16,387	\$2,689,880	134	25,606	1,326
167	\$2,689,880	\$24,280	\$7,845	\$16,435	\$2,673,446	133	25,606	1,326
168	\$2,673,446	\$24,280	\$7,798	\$16,483	\$2,656,963	132	25,606	1,326
169	\$2,656,963	\$24,280	\$7,749	\$16,531	\$2,640,432	131	25,606	1,326
170	\$2,640,432	\$24,280	\$7,701	\$16,579	\$2,623,853	130	25,606	1,326
171	\$2,623,853	\$24,280	\$7,653	\$16,627	\$2,607,226	129	25,606	1,326
172	\$2,607,226	\$24,280	\$7,604	\$16,676	\$2,590,550	128	25,606	1,326
173	\$2,590,550	\$24,280	\$7,556	\$16,724	\$2,573,826	127	25,606	1,326
174	\$2,573,826	\$24,280	\$7,507	\$16,773	\$2,557,052	126	25,606	1,326
175	\$2,557,052	\$24,280	\$7,458	\$16,822	\$2,540,230	125	25,606	1,326
176	\$2,540,230	\$24,280	\$7,409	\$16,871	\$2,523,359	124	25,606	1,326
177	\$2,523,359	\$24,280	\$7,360	\$16,920	\$2,506,439	123	25,606	1,326
178	\$2,506,439	\$24,280	\$7,310	\$16,970	\$2,489,469	122	25,606	1,326
179	\$2,489,469	\$24,280	\$7,261	\$17,019	\$2,472,449	121	25,606	1,326
180	\$2,472,449	\$24,280	\$7,211	\$17,069	\$2,455,381	120	25,606	1,326
181	\$2,455,381	\$24,280	\$7,162	\$17,119	\$2,438,262	119	25,606	1,326
182	\$2,438,262	\$24,280	\$7,112	\$17,169	\$2,421,093	118	25,606	1,326
183	\$2,421,093	\$24,280	\$7,062	\$17,219	\$2,403,874	117	25,606	1,326
184	\$2,403,874	\$24,280	\$7,011	\$17,269	\$2,386,605	116	25,606	1,326
185	\$2,386,605	\$24,280	\$6,961	\$17,319	\$2,369,286	115	25,606	1,326
186	\$2,369,286	\$24,280	\$6,910	\$17,370	\$2,351,916	114	25,606	1,326
187	\$2,351,916	\$24,280	\$6,860	\$17,420	\$2,334,496	113	25,606	1,326
188	\$2,334,496	\$24,280	\$6,809	\$17,471	\$2,317,025	112	25,606	1,326
189	\$2,317,025	\$24,280	\$6,758	\$17,522	\$2,299,502	111	25,606	1,326
190	\$2,299,502	\$24,280	\$6,707	\$17,573	\$2,281,929	110	25,606	1,326
191	\$2,281,929	\$24,280	\$6,656	\$17,625	\$2,264,304	109	25,606	1,326
192	\$2,264,304	\$24,280	\$6,604	\$17,676	\$2,246,628	108	25,606	1,326
193	\$2,246,628	\$24,280	\$6,553	\$17,728	\$2,228,901	107	25,606	1,326
194	\$2,228,901	\$24,280	\$6,501	\$17,779	\$2,211,121	106	25,606	1,326
195	\$2,211,121	\$24,280	\$6,449	\$17,831	\$2,193,290	105	25,606	1,326
196	\$2,193,290	\$24,280	\$6,397	\$17,883	\$2,175,407	104	25,606	1,326
197	\$2,175,407	\$24,280	\$6,345	\$17,935	\$2,157,472	103	25,606	1,326
198	\$2,157,472	\$24,280	\$6,293	\$17,988	\$2,139,484	102	25,606	1,326

199	\$2,139,484	\$24,280	\$6,240	\$18,040	\$2,121,444	101	25,606	1,326
200	\$2,121,444	\$24,280	\$6,188	\$18,093	\$2,103,351	100	25,606	1,326
201	\$2,103,351	\$24,280	\$6,135	\$18,145	\$2,085,206	99	25,606	1,326
202	\$2,085,206	\$24,280	\$6,082	\$18,198	\$2,067,008	98	25,606	1,326
203	\$2,067,008	\$24,280	\$6,029	\$18,251	\$2,048,756	97	25,606	1,326
204	\$2,048,756	\$24,280	\$5,976	\$18,305	\$2,030,451	96	25,606	1,326
205	\$2,030,451	\$24,280	\$5,922	\$18,358	\$2,012,093	95	25,606	1,326
206	\$2,012,093	\$24,280	\$5,869	\$18,412	\$1,993,682	94	25,606	1,326
207	\$1,993,682	\$24,280	\$5,815	\$18,465	\$1,975,216	93	25,606	1,326
208	\$1,975,216	\$24,280	\$5,761	\$18,519	\$1,956,697	92	25,606	1,326
209	\$1,956,697	\$24,280	\$5,707	\$18,573	\$1,938,124	91	25,606	1,326
210	\$1,938,124	\$24,280	\$5,653	\$18,627	\$1,919,497	90	25,606	1,326
211	\$1,919,497	\$24,280	\$5,599	\$18,682	\$1,900,815	89	25,606	1,326
212	\$1,900,815	\$24,280	\$5,544	\$18,736	\$1,882,079	88	25,606	1,326
213	\$1,882,079	\$24,280	\$5,489	\$18,791	\$1,863,288	87	25,606	1,326
214	\$1,863,288	\$24,280	\$5,435	\$18,846	\$1,844,442	86	25,606	1,326
215	\$1,844,442	\$24,280	\$5,380	\$18,901	\$1,825,542	85	25,606	1,326
216	\$1,825,542	\$24,280	\$5,324	\$18,956	\$1,806,586	84	25,606	1,326
217	\$1,806,586	\$24,280	\$5,269	\$19,011	\$1,787,575	83	25,606	1,326
218	\$1,787,575	\$24,280	\$5,214	\$19,066	\$1,768,508	82	25,606	1,326
219	\$1,768,508	\$24,280	\$5,158	\$19,122	\$1,749,386	81	25,606	1,326
220	\$1,749,386	\$24,280	\$5,102	\$19,178	\$1,730,208	80	25,606	1,326
221	\$1,730,208	\$24,280	\$5,046	\$19,234	\$1,710,975	79	25,606	1,326
222	\$1,710,975	\$24,280	\$4,990	\$19,290	\$1,691,685	78	25,606	1,326
223	\$1,691,685	\$24,280	\$4,934	\$19,346	\$1,672,338	77	25,606	1,326
224	\$1,672,338	\$24,280	\$4,878	\$19,403	\$1,652,936	76	25,606	1,326
225	\$1,652,936	\$24,280	\$4,821	\$19,459	\$1,633,477	75	25,606	1,326
226	\$1,633,477	\$24,280	\$4,764	\$19,516	\$1,613,961	74	25,606	1,326
227	\$1,613,961	\$24,280	\$4,707	\$19,573	\$1,594,388	73	25,606	1,326
228	\$1,594,388	\$24,280	\$4,650	\$19,630	\$1,574,758	72	25,606	1,326
229	\$1,574,758	\$24,280	\$4,593	\$19,687	\$1,555,071	71	25,606	1,326
230	\$1,555,071	\$24,280	\$4,536	\$19,745	\$1,535,326	70	25,606	1,326
231	\$1,535,326	\$24,280	\$4,478	\$19,802	\$1,515,524	69	25,606	1,326
232	\$1,515,524	\$24,280	\$4,420	\$19,860	\$1,495,664	68	25,606	1,326
233	\$1,495,664	\$24,280	\$4,362	\$19,918	\$1,475,746	67	25,606	1,326
234	\$1,475,746	\$24,280	\$4,304	\$19,976	\$1,455,770	66	25,606	1,326
235	\$1,455,770	\$24,280	\$4,246	\$20,034	\$1,435,736	65	25,606	1,326
236	\$1,435,736	\$24,280	\$4,188	\$20,093	\$1,415,643	64	25,606	1,326
237	\$1,415,643	\$24,280	\$4,129	\$20,151	\$1,395,492	63	25,606	1,326
238	\$1,395,492	\$24,280	\$4,070	\$20,210	\$1,375,282	62	25,606	1,326
239	\$1,375,282	\$24,280	\$4,011	\$20,269	\$1,355,013	61	25,606	1,326
240	\$1,355,013	\$24,280	\$3,952	\$20,328	\$1,334,685	60	25,606	1,326
241	\$1,334,685	\$24,280	\$3,893	\$20,387	\$1,314,297	59	25,606	1,326
242	\$1,314,297	\$24,280	\$3,833	\$20,447	\$1,293,850	58	25,606	1,326
243	\$1,293,850	\$24,280	\$3,774	\$20,507	\$1,273,344	57	25,606	1,326
244	\$1,273,344	\$24,280	\$3,714	\$20,566	\$1,252,778	56	25,606	1,326
245	\$1,252,778	\$24,280	\$3,654	\$20,626	\$1,232,151	55	25,606	1,326
246	\$1,232,151	\$24,280	\$3,594	\$20,686	\$1,211,465	54	25,606	1,326
247	\$1,211,465	\$24,280	\$3,533	\$20,747	\$1,190,718	53	25,606	1,326
248	\$1,190,718	\$24,280	\$3,473	\$20,807	\$1,169,911	52	25,606	1,326
249	\$1,169,911	\$24,280	\$3,412	\$20,868	\$1,149,043	51	25,606	1,326
250	\$1,149,043	\$24,280	\$3,351	\$20,929	\$1,128,114	50	25,606	1,326
251	\$1,128,114	\$24,280	\$3,290	\$20,990	\$1,107,124	49	25,606	1,326
252	\$1,107,124	\$24,280	\$3,229	\$21,051	\$1,086,073	48	25,606	1,326
253	\$1,086,073	\$24,280	\$3,168	\$21,113	\$1,064,960	47	25,606	1,326
254	\$1,064,960	\$24,280	\$3,106	\$21,174	\$1,043,786	46	25,606	1,326
255	\$1,043,786	\$24,280	\$3,044	\$21,236	\$1,022,550	45	25,606	1,326
256	\$1,022,550	\$24,280	\$2,982	\$21,298	\$1,001,252	44	25,606	1,326
257	\$1,001,252	\$24,280	\$2,920	\$21,360	\$979,892	43	25,606	1,326
258	\$979,892	\$24,280	\$2,858	\$21,422	\$958,470	42	25,606	1,326
259	\$958,470	\$24,280	\$2,796	\$21,485	\$936,986	41	25,606	1,326
260	\$936,986	\$24,280	\$2,733	\$21,547	\$915,438	40	25,606	1,326
261	\$915,438	\$24,280	\$2,670	\$21,610	\$893,828	39	25,606	1,326
262	\$893,828	\$24,280	\$2,607	\$21,673	\$872,155	38	25,606	1,326
263	\$872,155	\$24,280	\$2,544	\$21,736	\$850,418	37	25,606	1,326
264	\$850,418	\$24,280	\$2,480	\$21,800	\$828,618	36	25,606	1,326
265	\$828,618	\$24,280	\$2,417	\$21,863	\$806,755	35	25,606	1,326

266	\$806,755	\$24,280	\$2,353	\$21,927	\$784,828	34	25,606	1,326
267	\$784,828	\$24,280	\$2,289	\$21,991	\$762,837	33	25,606	1,326
268	\$762,837	\$24,280	\$2,225	\$22,055	\$740,781	32	25,606	1,326
269	\$740,781	\$24,280	\$2,161	\$22,120	\$718,662	31	25,606	1,326
270	\$718,662	\$24,280	\$2,096	\$22,184	\$696,478	30	25,606	1,326
271	\$696,478	\$24,280	\$2,031	\$22,249	\$674,229	29	25,606	1,326
272	\$674,229	\$24,280	\$1,967	\$22,314	\$651,915	28	25,606	1,326
273	\$651,915	\$24,280	\$1,901	\$22,379	\$629,536	27	25,606	1,326
274	\$629,536	\$24,280	\$1,836	\$22,444	\$607,092	26	25,606	1,326
275	\$607,092	\$24,280	\$1,771	\$22,510	\$584,582	25	25,606	1,326
276	\$584,582	\$24,280	\$1,705	\$22,575	\$562,007	24	25,606	1,326
277	\$562,007	\$24,280	\$1,639	\$22,641	\$539,366	23	25,606	1,326
278	\$539,366	\$24,280	\$1,573	\$22,707	\$516,659	22	25,606	1,326
279	\$516,659	\$24,280	\$1,507	\$22,773	\$493,886	21	25,606	1,326
280	\$493,886	\$24,280	\$1,441	\$22,840	\$471,046	20	25,606	1,326
281	\$471,046	\$24,280	\$1,374	\$22,906	\$448,140	19	25,606	1,326
282	\$448,140	\$24,280	\$1,307	\$22,973	\$425,167	18	25,606	1,326
283	\$425,167	\$24,280	\$1,240	\$23,040	\$402,126	17	25,606	1,326
284	\$402,126	\$24,280	\$1,173	\$23,107	\$379,019	16	25,606	1,326
285	\$379,019	\$24,280	\$1,105	\$23,175	\$355,844	15	25,606	1,326
286	\$355,844	\$24,280	\$1,038	\$23,242	\$332,602	14	25,606	1,326
287	\$332,602	\$24,280	\$970	\$23,310	\$309,292	13	25,606	1,326
288	\$309,292	\$24,280	\$902	\$23,378	\$285,914	12	25,606	1,326
289	\$285,914	\$24,280	\$834	\$23,446	\$262,467	11	25,606	1,326
290	\$262,467	\$24,280	\$766	\$23,515	\$238,952	10	25,606	1,326
291	\$238,952	\$24,280	\$697	\$23,583	\$215,369	9	25,606	1,326
292	\$215,369	\$24,280	\$628	\$23,652	\$191,717	8	25,606	1,326
293	\$191,717	\$24,280	\$559	\$23,721	\$167,996	7	25,606	1,326
294	\$167,996	\$24,280	\$490	\$23,790	\$144,206	6	25,606	1,326
295	\$144,206	\$24,280	\$421	\$23,860	\$120,346	5	25,606	1,326
296	\$120,346	\$24,280	\$351	\$23,929	\$96,417	4	25,606	1,326
297	\$96,417	\$24,280	\$281	\$23,999	\$72,418	3	25,606	1,326
298	\$72,418	\$24,280	\$211	\$24,069	\$48,349	2	25,606	1,326
299	\$48,349	\$24,280	\$141	\$24,139	\$24,210	1	25,606	1,326
300	\$24,210	\$24,280	\$71	\$24,210	\$0	0	25,606	1,326
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## Estimated Project Costs

Estimated Construction Costs		\$	5,950,000
Other Fees			
Permits & Plan Review	\$		25,000
Surveys / Phase I	\$		15,000
Energy Certification	\$		50,000
Builder's Risk	\$		25,000
Total		\$	115,000
<b>Estimated Total Cost of Construction</b>		<b>\$</b>	<b>6,065,000</b>
Architect Fee - Design		\$	88,000
Architect Fee - Civil		\$	50,000
<b>Total for all Improvements</b>		<b>\$</b>	<b>6,203,000</b>
Interest		\$	130,000
Taxes		\$	5,000
Insurance		\$	10,000
Financing Fee	1.00%	\$	15,000
FFE		\$	50,000
Title & Recording		\$	10,000
Total Carrying Charges & Financing		\$	220,000
Legal		\$	15,000
Developers Fee	5%	\$	339,460
<b>Total Estimated Development Cost</b>		<b>\$</b>	<b>6,777,460</b>
Land		\$	550,000
<b>Total Estimated Replacement Cost of Project</b>		<b>\$</b>	<b>7,327,460</b>
Average Cost per Living Unit		\$	170,406

Total Estimated Project Cost	\$	7,327,460
Estimated TIF	\$	650,000
Estimated LB840	\$	250,000
Estimated Rural Workforce Housing	\$	460,000
Contributed Developer Fee	\$	339,460
Cash out of pocket	\$	778,000
<b>Final Mortgage Amount</b>	<b>\$</b>	<b>4,850,000</b>

### Proposed Units & Rents

Unit Type	Proposed R	Per Square Foot	Units	Square Footage	Monthly Rent
1 BD 1 BR	\$ 900	\$ 1.29	20	695	\$ 18,000
1 BD 1 BR	\$ 1,050	\$ 1.17	1	895	\$ 1,050
2 BD 2 BR	\$ 1,160	\$ 1.20	18	965	\$ 20,880
2 BD 2 BR	\$ 1,270	\$ 1.11	4	1145	\$ 5,080
Total			43		\$ 45,010

### Annual Estimated Revenues & Expenses

#### Gross Potential Income

Annual Apartment Rent	\$ 540,120
Parking Garage Attached	\$ 10,800
Parking Garage Detached	\$ 18,000
Parking Garage Central Storage Units	
Other Income - Fees - Ect	\$ 21,500
Total Gross Potential Income	\$ 590,420
Less Concessions/Collection Loss/ Vacancy -7.00%	\$ (41,329)
Total Effective Income	<u>\$ 549,091</u>

#### Expenses:

	<u>Total</u>	<u>Per Unit</u>
Advertising	\$ 3,500	\$ 81.40
Management Fee (@5%)	\$ 25,000	\$ 581.40
Audit/Bking/Misc/ Bad Debts	\$ 2,500	\$ 58.14
Electricity	\$ 7,500	\$ 174.42
Water & Gas & Sewer	\$ 7,500	\$ 174.42
Rubbish Removal	\$ 3,500	\$ 81.40
Payroll	\$ 50,000	\$ 1,162.79
Office Expenses	\$ 4,500	\$ 104.65
Repairs - Contracts Maintenance	\$ 15,000	\$ 348.84
Supplies	\$ 4,500	\$ 104.65
Insurance	\$ 11,000	\$ 255.81
Snow	\$ 5,000	\$ 116.28
Other	\$ -	-
Replacement	\$ 20,000	\$ 465.12
Real Estate	\$ 64,000	\$ 1,488.37
Total Expenses	<u>\$ 223,500</u>	<u>\$ 5,198</u>
	<u>\$ 549,091</u>	
Net Operating Income	<u>\$ 325,591</u>	<u>40.7%</u>

**APPLICATION TYPE**

**FINAL ACTION?**

**DEVELOPER/OWNER**

Tax - Increment Financing Application

Dwell Development LLC

**PC HEARING DATE**

**RELATED APPLICATIONS**

**PROPERTY ADDRESS, ZONING DISTRICT**

January 10, 2022

1313 West Hwy 34, Seward, NE 68434

**ADJACENT ZONING DISTRICTS/USE:**

North, UC, Exempt – Seward County Building

South, R-4, Residential – Patrick Murphy, Benjamin Rowe, Valerie Turner, Jennifer Policky

East, R-4, Residential – Linda Gean Hood, Brian & Tami Craig, Darko & Suzanne Gligorevic

West, UC, Commercial – PAC-N-SAVE Inc.

**BRIEF SUMMARY OF REQUEST**

Dwell Development Group is proposing a multifamily development on the site of the former Napa Auto Parts lot.



**APPLICATION CONTACT**

Rachel Glock, Ph# 308-380-7437

1901 Southern Light Drive, Lincoln, NE 68512

**ANALYSIS**

The TIF application has been reviewed. Andrew Willis will be on hand to review the redevelopment plan and agreement.

**APPROXIMATE LAND AREA:**

2.47 acres or 107,593 square feet +/-

**LEGAL DESCRIPTION:**

SEWARD H M & R ADDITION ALL BLOCK 30 S OF HWY, LOTS 1-6 BLOCK 19, 1/2 ADJ VAC ST & ALLEYS

Prepared by

Tim Dworak

City of Seward Building-Zoning-Code Enforcement Director



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B. Presentation and Review of Redevelopment Plan Amendment and Cost Benefit Analysis

**AMENDMENT TO THE REDEVELOPMENT PLAN  
OF THE CITY OF SEWARD, NEBRASKA**

**(DWELL DEVELOPMENT REDEVELOPMENT PROJECT)**

The City of Seward, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for a certain redevelopment area in the City of Seward, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City as of November 15, 2011. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2155 (the “Act”), the City created the Community Redevelopment Authority of the City of Seward (“CRA”), which has administered the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to identify specific property within the redevelopment area that is in need of redevelopment to cause the removal of blight and substandard conditions identified as the site located in the in the City of Seward, Nebraska, and legally described on the attached and incorporated Exhibit “A” (the “Project Site”).

**Project Site**

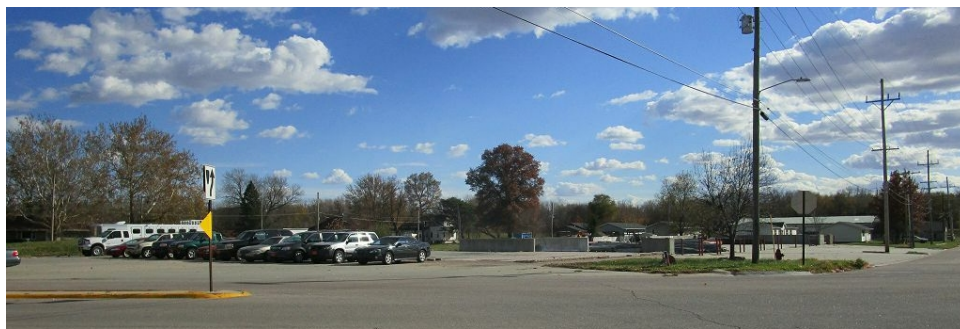
The Project Site is in need of redevelopment. The CRA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CRA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract businesses and/or development. In order to support additional private development, the Project Site and the Redevelopment Area are in need of renovation and development.

The Project Site has been vacant since 2007 after a fire destroyed the auto parts store located on the Project Site. The Project Site is located in the UC – Urban Corridor Mixed Use District zone. The current and future land use maps set in the Comprehensive Plan (defined below) identify the current and future land uses of the Project Site as vacant, which maps are incorporated into the Redevelopment Plan by this reference.

The Project Site is generally depicted below:



Recent photographs of the Project Site are set forth below:



## Project

Dwell Development LLC (“Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The project under consideration will consist of the construction of an apartment building and associated improvements on the Project Site (the “Project”). The Project is intended to create market rate rental units targeted for the workforce population in the City.

The apartment building will be a 52,000 square foot, three-story building with forty-three (43) units consisting of twenty-one (21) 1-bedroom units and twenty-two (22) 2-bedroom units. The apartment building will also include an attached clubhouse and nine (9) attached garages. Additionally, Redeveloper will construct twenty (20) detached garages (approx. 7,000 square feet) and fifty-four (54) surface parking stalls.

Preliminary drawings of the apartment building are set forth below:





As part of the Project, the CRA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: site acquisition, demolition, grading, site preparation, architectural and engineering fees, and other eligible uses. The use of TIF to assist with the costs of the eligible public improvements will make the Project as designed feasible. The Redeveloper shall be responsible for all other costs and expenses associated with the Project.

A preliminary site plan is attached as Exhibit “B” and incorporated herein by this reference. The CRA acknowledges that the site plan is preliminary in nature and subject to change, but has included the current information submitted by the Redeveloper. Redeveloper intends to commence construction in the spring of 2022 and complete construction in the summer of 2023. The base year for the Project is anticipated to be 2022 and the effective date for the division of taxes shall be January 1, 2023.

The base value of the Project Site is anticipated to be \$198,710 which is the current assessed valuation of the Project Site. Pursuant to the Seward County Assessor’s preliminary appraisal of the proposed project, the projected completed valuation of the Project is \$3,805,140. The preliminary appraisal is not binding and is based upon the information and assumptions provided from Redeveloper to the Assessor. The CRA does not make any representations to the final value of any project. Any changes in market conditions, building plans, construction materials, etc., will have an effect on the final valuation.

Redeveloper estimates that the total Project costs shall be approximately \$7,327,460. The anticipated eligible uses of TIF and estimated costs are identified as follows:

Site Acquisition	\$550,000
Demolition	\$30,000
Grading	\$70,000
Site Preparation	\$50,000
Arch. And Eng. Fees	\$153,000
<hr/>	
Total:	\$853,000

Based upon the anticipated completed valuation of \$3,805,140, and a 5.0% interest rate for the TIF Note, the Project will support approximately \$654,500 in TIF Indebtedness.<sup>1</sup> The identified TIF-eligible uses, together with the 3% CRA administration fee (approx. \$19,635) and cost of issuance (approx. \$8,000) which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount of \$654,500. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction. In addition to the TIF Indebtedness, Redeveloper has stated that the Project would be financed in part using approximately \$1,117,460 in Redeveloper equity, approximately \$4,850,000 through a bank loan, and approximately \$710,000 through other economic development funding (Rural Workforce Housing Grant and LB840).

### **Statutory Elements**

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. This section includes a consideration of the statutory elements under the Nebraska Community Development Law.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Project Site is under contract for purchase by Redeveloper.

B. Population Density

The proposed development at the Project Site is the construction of forty-three (43) rental units. By design, the Project will increase the population density in the project area. However, the Project conforms to the Comprehensive Plan, which

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<sup>1</sup> For purposes of the TIF projections for this Project, the CRA (1) has assumed the Project will capture the full 15 years of tax increment and there will not be a partial valuation in the first year; (2) has not accounted for any increases in the assessed value of the Project Site during the 15 year tax increment financing period; and (3) has not utilized any assumed state property tax credit. All of these assumptions will change the actual amount of the tax increment generated by the Project.

promotes housing development to meet demand in the City.

C. Land Coverage

The apartment building and detached garages are estimated to be 52,000 square feet and 7,000 square feet, respectively, on the approximately 2.47 acre lot. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

It is anticipated that the Project will increase traffic flow in and to the Project Site and the Redevelopment Area. However, the Project Site is located along Highway 34, a major corridor in the City, and the existing infrastructure is anticipated to be sufficient for the intended uses.

E. Parking

Pursuant to Section 410-34.2 of the Seward Nebraska Zoning Ordinance, multifamily residential use included the following off-street parking requirements:

- 1.5 spaces per efficiency or 1-bedroom unit;
- 2 spaces per 2-bedroom unit;
- 2.5 spaces for 3-or-more bedroom unit

The proposed project includes twenty-one (21) 1-bedroom units and twenty-two (22) 2-bedroom units, so 76 off-street parking spaces would be required. There are eighty-three (83) parking stalls shown on the preliminary site plan for the Project. The Project will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the UC – Urban Corridor Mixed Use District zone. Multiple-family use is a permitted use in the UC District. Redeveloper will be responsible for complying with the City of Seward zoning ordinance, and will obtain any zoning, building code, or ordinance changes that are necessary for the Project.

**Cost-Benefit Analysis**

Pursuant to Section 18-2113 of the Act, the CRA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit “C” and incorporated by this reference.

**Comprehensive Plan**

Several goals of the Seward Tomorrow Comprehensive Plan dated January 15, 2019 (“Comprehensive Plan”) will be furthered by this Project. This section is not a comprehensive analysis of the Project’s implementation and conformance with the Comprehensive Plan, but is meant to highlight and summarize the key points on this topic. Some selections from the Comprehensive Plan are set forth below:

## **STRONG NEIGHBORHOODS: GOALS**

- Create neighborhoods and promote infill development that builds on the character and quality of existing neighborhoods
- Connect neighborhoods to community destinations including jobs, commerce, and recreation
- Expand housing diversity by type and cost

### **GOAL 1: CREATE NEIGHBORHOODS AND PROMOTE INFILL DEVELOPMENT THAT BUILDS ON THE CHARACTER AND QUALITY OF EXISTING NEIGHBORHOODS**

#### Actions and Recommendations:

**Encourage Infill development.** Infill development is a key component of stabilizing and revitalizing older neighborhoods; however, it can also be the one of most challenging projects for the private market. Site development issues, including older infrastructure, compatibility with existing neighborhood structures, or the removal of an existing structure, along with lower-assessed values for surrounding properties can increase the costs and risk for development. Often these types of projects need some assistance from the city, but the return on the investment can be significant for both the neighborhood and the city's overall tax base; Seward has identified a redevelopment area in the southern core of the city where projects can already receive tax increment financing to assist qualifying projects such as infill development. An infill development policy may include any of the following components:

**Establish incentives for vacant lot development.** Infill housing refers to housing that is built on vacant or underused lots in existing neighborhoods. Vacant lots can be a good resource for new affordable housing. However, these lots may have site issues that need to be addressed, such as dilapidated structures that need to be removed. Site issues along with the scattered nature of vacant lots can make infill development challenging.

**Assist with land assembly.** One of the biggest hurdles to transformative infill development in struggling neighborhoods is the assembly of land or lots. Most developers do not have the capital, time, or other resources to assemble lots from multiple property owners. This can be true for both deteriorated older residential areas or even older commercial and industrial sites. In areas with a concentration of infill sites or just one larger infill development, preparation of a redevelopment plan by the city should guide developers and builders.

**Standards for infill development.** Infill development must respect the character of the existing neighborhood and contribute to the city's

vision for the future of a neighborhood, such as medium-density housing at the fringe of downtown. Principles that should be considered with any infill development include:

- **Transitions.** Provide transitions between higher-intensity uses and lower-intensity uses to address compatibility issues.
- **Scale.** The size and height of the buildings is in keeping with surrounding buildings or the context of the corridor.
- **Context.** The design fits the housing styles around even if the type of units are different. Other context variables on a site may include views that enhance the site or stormwater facilities that may add open space amenities.
- **New Housing Options.** Can the site provide an alternative that might allow a young adult to live in the neighborhood where they grew up or enabling a senior to downsize without needing to leave their neighborhood behind?

### **GOAL 3: EXPAND HOUSING DIVERSITY BY TYPE AND COST**

#### Actions and Recommendations:

**Direct and support incentives toward mixed-income housing.** Any incentives, whether they come from the city or the economic development community, should favor housing developments that blend income levels. For many residents working in the service industries, the cost of housing is a burden. This is often the hardest housing market to address, as the profit margins are not high enough to attract private market construction and prospective tenants often make over the income limits required to qualify for housing assistance programs. By blending income levels, projects should also provide a mix of housing styles.

**Establish design standards for any projects receiving city incentives or support.** An underlying idea of this plan is to support those willing to take risks in pursuit of something that is in the best interest of the community; this may include trying something that is yet untested in Seward such as a neighborhood with innovative housing products or an urban scale mixed-use component. If the city considers supporting a project financially, it should be held to a higher standard in terms of architecture, site design, and other considerations as deemed appropriate.

Additionally, the Project will address the following housing needs identified in the Comprehensive Plan:

- Shortage of rental units.
- The City will require the construction of 36 new housing units each year to support the forecasted annual population growth of 1%.

### **Housing Study**

The Seward County & Communities, Nebraska County-Wide Housing Study with Strategies for Affordable Housing–2024 dated October, 2019 (the “Housing Study”) provides the following relevant statistics:

- Population Trends and Projections – From 2000 to 2010, the City of Seward increased in population by 645 people, or 10.2 percent. The population is estimated to have increased by 297 people since the 2010 Census, to a current (2019) estimated population of 7,261. By 2024, the population is projected to increase by 187 persons, or 2.6 percent to 7,448. *Housing Study*, p. 3.6.
- Housing Demand/Needs Analysis – A total of 242 housing units should be targeted for Seward by 2024, consisting of 162 owner and 80 rental units. This includes an estimated 80 total units for elderly (55+) households, 144 total units for families and 18 total units for special populations, or those with a mental or physical disability(ies). An estimated 116 housing units, consisting of 80 owner and 36 rental units should be targeted for the workforce population in Seward. *Housing Study*, p. 4.13.

### **Additional Project Information from Redeveloper**

Redeveloper has represented that without the use of TIF, this Project would not be feasible and the Redeveloper could not develop this Project on the Project Site. Redeveloper has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

**EXHIBIT "A"**  
**Legal Description of the Project Site**

The Project Site is located at 1313 West Hwy 34 and is legally described as follows:

All of Block 30 S of Hwy 34; Lots 1-6, Block 19; all of vacated Ash Street between Block 19 and Block 30; all of the N 1/2 of the vacated alley in Block 19, all being in Harris, Moffitt and Roberts Addition to Seward, Seward County, Nebraska (PID# 800083296).

The general location of the Project Site is depicted below:

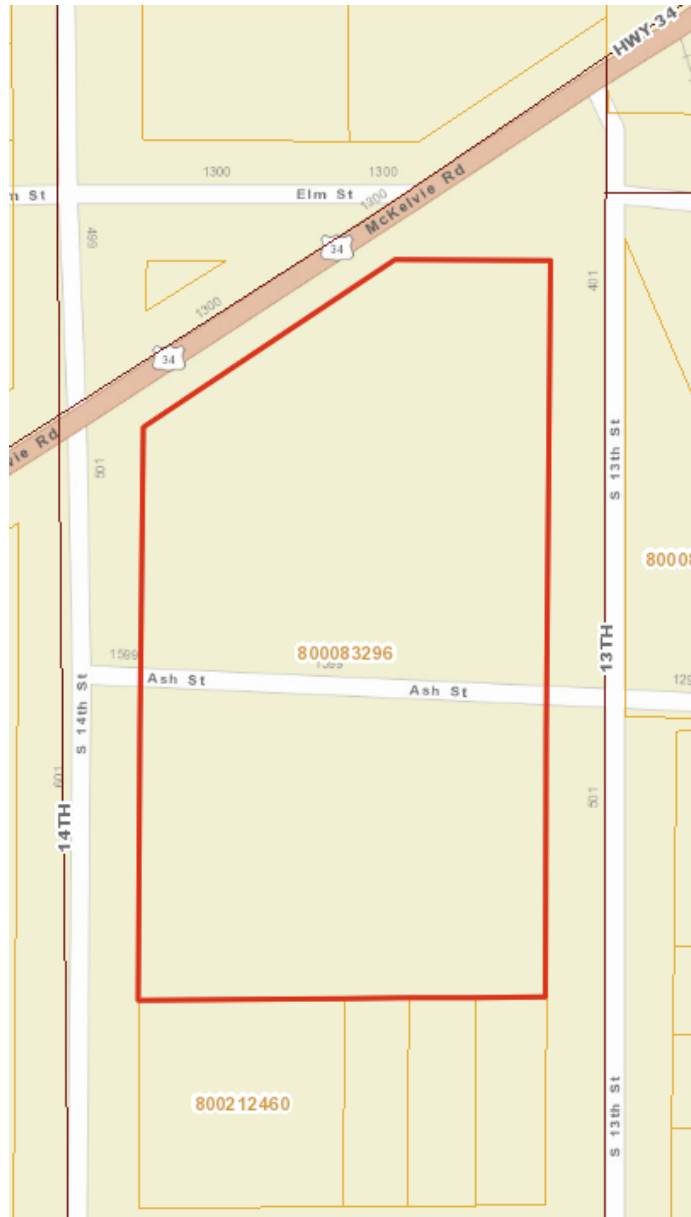


Exhibit "A"

# EXHIBIT "B" Preliminary Site Plan

1700 SF commercial space  
not included in scope of  
project



**UNITS:**  
43 UNITS  
(21) 1 BEDROOMS  
(22) 2 BEDROOMS

**PARKING:**  
10 SURFACE (RETAIL)  
9 ATTACHED GARAGES  
20 DETACHED GARAGES  
54 SURFACE (APARTMENTS)  
**TOTAL: 83 STALLS = 1.93SP/DU**



**SITE PLAN**  
1/8" = 10'

Keller Apts | SEWARD, NEBRASKA | 2021.04.14

Exhibit "B"

**EXHIBIT “C”**  
**Cost Benefit Analysis**  
**(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Dwell Development Redevelopment Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. §18-2147.

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15 year tax shift is as follows:

a.	Redevelopment Project Valuation:	\$198,710
b.	Projected Completed Project Assessed Valuation:	\$3,805,140
c.	Projected Tax Increment Base:	\$3,606,430
d.	Estimated Tax Levy:	1.734152
e.	Annual Projected Tax Shift:	\$62,541

*Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2021 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period. There has been no accounting for any annual state property tax credit.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. All public infrastructure and community public services required to serve the Project exists. The Project will increase traffic in the project area, specifically on Highway 34 and 14th Street. However, the traffic effect does not appear to be substantial because these roads are designed for significant traffic. The City desires additional housing options and this Project shall further the overall development goals of the City.

- b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. The City should realize revenue from sales taxes and other fees for City services paid by the residents of the apartment building. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create forty-three (43) rental units in the City. This will help the City address the housing needs identified in the Comprehensive Plan and the Housing Study, specifically the lack of workforce housing. Without an adequate housing stock, businesses are unlikely to expand or relocate to the area.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers, but should increase the need for services and products from existing businesses.

**5. Impacts on the student populations of school districts within the City:**

The Project is anticipated to increase the student populations of the school district within the City. However, the overall anticipated population increase from the Project is not anticipated to be a substantial impact on the school district based on the following information.

The Project will create forty-three (43) units. Certain assumptions can be made about the resulting increase in student population from this Project:

- According to statistics from the National Association of Home Builders, in Nebraska, the average number of public school children in renter-occupied units for multifamily buildings with 20 or more units is 0.096.

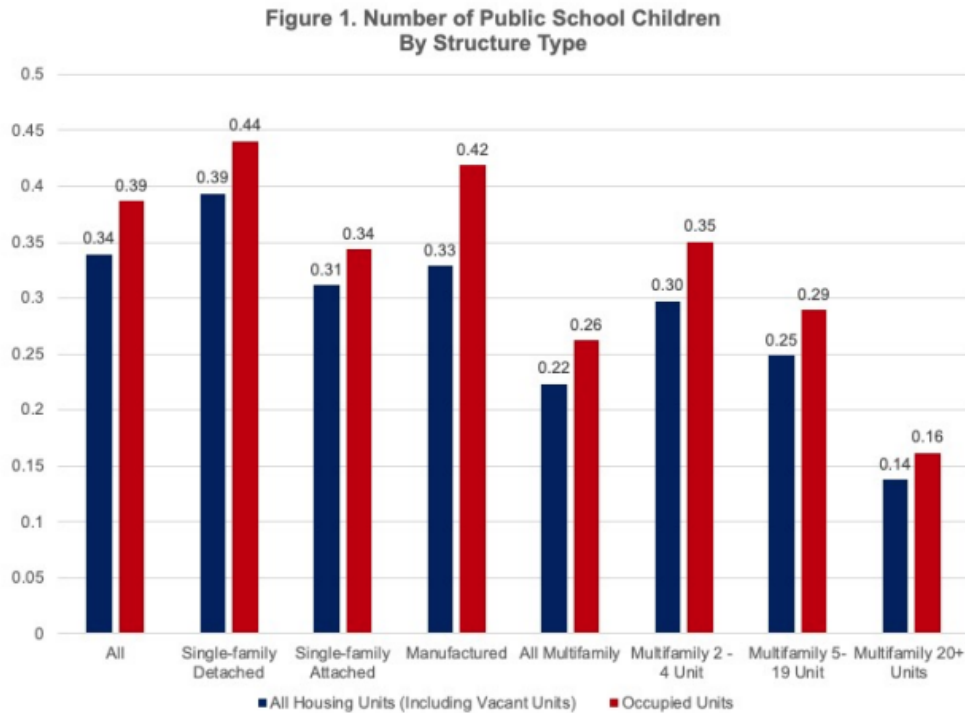
- According to the most recent 2018 American Community Survey (ACS) data of national averages, there is approximately 0.14 public school age child per unit in multifamily buildings with 20 or more units is 0.14.

Therefore, approximately 4 to 6 children can be anticipated living in an apartment building like the Project. The school district should have the capacity to handle any minimal population increase from the Project.

Table 1: NAHB – Nebraska data

Nebraska								
	All	Single-family Detached	Single-family Attached	Manufactured	All Multifamily	Multifamily 2 to 4 Units	Multifamily 5 to 19 units	Multifamily 20+ Units
<b>All Housing Units</b>	0.385	0.448	0.296	0.521	0.154	0.255	0.158	0.084
New Construction	0.290	0.458	***	***	***	***	***	***
Existing Homes	0.386	0.448	0.303	0.522	0.156	0.255	0.158	0.085
<b>All Occupied Units</b>	0.425	0.488	0.324	0.745	0.172	0.283	0.177	0.093
Recent Movers	0.365	0.562	0.576	***	0.190	0.258	0.177	0.160
Into New construction	0.410	0.583	***	***	***	***	***	***
Into Existing Homes	0.364	0.561	0.611	***	0.191	0.258	0.177	0.163
Non-movers	0.435	0.481	0.262	0.815	0.162	0.296	0.178	0.057
<b>Owner Occupied Units</b>	0.440	0.450	0.050	0.749	0.020	0.045	***	***
Recent Movers	0.492	0.560	0.109	***	0.103	0.180	***	***
Into New construction	0.437	0.488	***	***	***	***	***	***
Into Existing Homes	0.440	0.449	0.051	0.750	0.020	0.045	***	***
Non-movers	0.437	0.443	0.043	0.803	***	***	***	***
<b>Renter Occupied Units</b>	0.401	0.757	0.628	0.778	0.179	0.303	0.184	0.096
Recent Movers	0.321	0.578	0.750	***	0.194	0.267	0.183	0.161
Into New construction	***	***	***	***	***	***	***	***
Into Existing Homes	0.403	0.757	0.647	0.778	0.181	0.304	0.184	0.097
Non-movers	0.439	0.816	0.576	0.946	0.171	0.323	0.184	0.059

Table 2: ACS national data



The school district will not receive the incremental taxes from the Project Site for the 15 year TIF period. Approximately 56% of tax revenues go to the school district (0.968747/1.734152), which means that the tax shift from the school district to the Redeveloper will be approximately \$35,023 annually. However, since the Project would not occur but for the use of tax increment financing, there is no loss in prospective tax revenues to the school district.

Levy Breakdown	
Description	Levy
County General	0.28351800
Seward General Fund	0.31800000
Seward SD 9 School Genera	0.86721300
Seward MS 2010 Bond	0.08590400
ED Service Unit 6	0.01563000
UBB General	0.02316500
SE Comm College General	0.09370000
Ag Society General	0.01202200
Seward Airport General	0.02584900
Seward Airport Bond	0.00915100

Any state aid to education received by the school district should not be impacted by the use of tax increment financing. The state aid formula involves the assessed valuation of property in the school district and the use of tax increment financing does not count against the state aid that the school district receives.

**6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

There is a need for additional housing options in the City, and this Project will fill that need. Upon completion, it is expected that the Project will create three (3) part-time jobs. There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

**7. Summary of Findings:**

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. The CRA acknowledges the concerns and potential costs to the school district but has determined that the Project will not occur without TIF and so TIF must be considered. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

**PLANNING COMMISSION  
CITY OF SEWARD, NEBRASKA**

**RESOLUTION # 2022-01**

(Redevelopment Plan Amendment – Dwell Development Redevelopment Project)

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEWARD, NEBRASKA, MAKING A RECOMMENDATION TO THE COMMUNITY REDEVELOPMENT AUTHORITY AND THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, WITH RESPECT TO THE AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING THE DWELL DEVELOPMENT REDEVELOPMENT PROJECT.**

**RECITALS**

A. The Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) has submitted the question of whether the Redevelopment Plan for the City of Seward, a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”), should be amended to include a project for the redevelopment of certain real property in the Redevelopment Area identified in the said amendment (“Project Site”). A copy of said amendment to the Redevelopment Plan is on file and available for public inspection with the City Clerk (the “Redevelopment Plan Amendment”).

B. Notice of public hearing regarding the question of whether the Redevelopment Plan Amendment should be recommended to the City Council and ultimately be adopted and approved by the City was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

C. On January 10, 2022, the Planning Commission held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be recommended to the City Council and ultimately be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

D. The Planning Commission has reviewed the Redevelopment Plan Amendment and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155 (the “Act”), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the

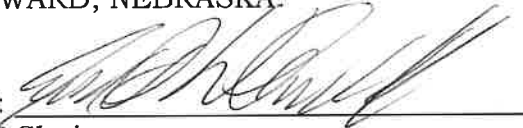
community in conformance with the legislative declarations and determinations set forth in the Act.

3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Planning Commission does hereby recommend: (i) recommendation of the Redevelopment Plan Amendment by the CRA to the City Council; and (ii) approval of the Redevelopment Plan Amendment by the City Council as the governing body for the City of Seward.

Passed and approved by the Planning Commission on this 10th day of January, 2022.

PLANNING COMMISSION OF THE CITY OF  
SEWARD, NEBRASKA.

By:   
Chairperson

## C. Presentation and Review of Redevelopment Agreement

## **REDEVELOPMENT AGREEMENT**

### **(DWELL DEVELOPMENT REDEVELOPMENT PROJECT)**

This Redevelopment Agreement is made and entered into as of the \_\_\_ day of January, 2022, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Dwell Development LLC, a Nebraska limited liability company (“Redeveloper”).

### **RECITALS**

A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Seward, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper’s proposed redevelopment project will consist of the construction of an apartment building and associated improvements on the Project Site, as more particularly described on the attached Exhibit “A”.

F. The CRA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.

G. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CRA and Redeveloper do hereby covenant, agree and bind themselves as follows:

### **ARTICLE I DEFINITIONS AND INTERPRETATION**

#### **Section 1.01      Terms Defined in this Redevelopment Agreement.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions

to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. “Anticipated Tax Increment” means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit “B”.

C. “City” means the City of Seward, Nebraska.

D. “CRA” means Community Redevelopment Authority of the City of Seward, Nebraska.

E. “Effective Date” means January 1, 2023; provided that Redeveloper may defer said Effective Date to January 1, 2024, upon written notice from Redeveloper to the CRA tendered prior to July 1, 2023. Such written notice received by the CRA, as applicable, shall automatically be incorporated herein and amend the above definition under this Redevelopment Agreement in accordance therewith. If no written notice is received from Redeveloper prior to July 1, 2023 as set forth above, the Effective Date shall be January 1, 2023.

F. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

G. “Minimum Project Valuation” means the amount of Three Million Eight Hundred Five Thousand One Hundred Forty and No/100 Dollars (\$3,805,140.00).

H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A”.

I. “Project” means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”.

J. “Project Completion Date” means December 31, 2023; provided that Redeveloper may defer said Project Completion Date to December 31, 2024, upon written notice from Redeveloper to the CRA tendered prior to July 1, 2023. Such written notice received by the CRA, as applicable, shall automatically be incorporated herein and amend the above definition under this Redevelopment Agreement in accordance therewith.

K. “Project Site” means all that certain real property situated in the City of Seward, Seward County, Nebraska, more particularly described on Exhibit “A”.

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act.

The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. “Redevelopment Agreement” means this Redevelopment Agreement between the CRA and Redeveloper with respect to the Project.

N. “Redeveloper” means Dwell Development LLC, a Nebraska limited liability company.

O. “Redevelopment Area” means Redevelopment Area #1 that is set forth in the Redevelopment Plan.

P. “Redevelopment Plan” means the Redevelopment Plan for the Redevelopment Area by the CRA and approved by the City pursuant to the Act, as amended from time to time.

Q. “Tax Increment” means in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Seward County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

R. “TIF Indebtedness” means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CRA or the City secured in whole or in part by Tax Increment.

**Section 1.02      Construction and Interpretation.**

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(d) The word “including” shall be construed as meaning “including, but not limited to.”

(e) The words “will” and “shall” shall each be construed as mandatory.

(f) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to

any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

## **ARTICLE II REPRESENTATIONS**

### **Section 2.01      Representations by the CRA.**

The CRA makes the following representations and findings:

(a) The CRA is a duly organized and validly existing community redevelopment authority under the Act.

(b) The CRA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CRA and have been found to be in the long-term best interest of the community impacted by the Project.

### **Section 2.02      Representations of Redeveloper.**

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper has contracted to purchase the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CRA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

### **ARTICLE III OBLIGATIONS OF THE CRA AND PUBLIC IMPROVEMENTS**

#### **Section 3.01      Capture of Tax Increment.**

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CRA shall capture the Tax Increment from the Private Improvements pursuant to the Nebraska Community Development Law. The CRA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CRA. The effective date of this provision shall be the Effective Date. The CRA shall file with the Seward County Assessor the “Notice to Divide Taxes” on or prior to August 1 in the year of the Effective Date.

#### **Section 3.02      Issuance of TIF Indebtedness.**

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CRA shall incur or issue TIF Indebtedness in an amount not to exceed Six Hundred Fifty-Four Thousand Five Hundred and No/100 Dollars (\$654,500.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF

Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein.

**Section 3.03      Use of TIF Indebtedness.**

The CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, at or prior to the issuance of the Note, Redeveloper shall pay to the CRA an amount equal to the CRA's reasonable and necessary cost of issuance, including attorney fees, as shall be conclusively determined by the CRA and conveyed to Redeveloper prior to issuance of the Note, and a CRA administration fee in the amount of three percent (3%) of the TIF Indebtedness. The cost of issuance and CRA fees shall be paid prior to the issuance of the Note. Unless otherwise specified in this Redevelopment Agreement, no other fees shall be due to the City or CRA in connection with the issuance of the Note, or in connection with the application of the terms of the Redevelopment Agreement. The CRA administration fee will be used for the implementation of the Project and the furtherance of the Redevelopment Plan in relation to this Project. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

**Section 3.04      Creation of Fund.**

CRA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

**Section 3.05      Projected TIF Sources and Uses.**

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

**ARTICLE IV  
OBLIGATIONS OF REDEVELOPER**

**Section 4.01      Evidence of Financial Ability.**

Upon written request from the CRA to Redeveloper, Redeveloper shall provide to the CRA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with acquisition of the Project Site and construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CRA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Private

Improvements. Such information shall be provided in a form satisfactory to the CRA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CRA shall be a condition precedent to the requirement of the CRA to proceed with its obligations under this Redevelopment Agreement.

**Section 4.02            Construction of Project; Insurance.**

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

**Section 4.03            Cost Certification.**

Redeveloper shall submit to the CRA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "G" ("Eligible Project Costs Certification"), after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CRA. Determinations by the CRA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion

and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness on the Project Completion Date, and said deficiency continues to exist thirty (30) days after Redeveloper's receipt of written notice from the CRA detailing the same, the CRA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CRA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification. If the CRA requests, Redeveloper shall, from time to time, furnish the CRA with satisfactory evidence as to the use and application of the Tax Increment.

**Section 4.04        No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

**Section 4.05        Pay Real Estate Taxes.**

(a) Redeveloper has agreed to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Project Completion Date. During the period of this Redevelopment Agreement, Redeveloper, and any successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If Redeveloper funds the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper funds the Note, Redeveloper shall make semi-annual payments in lieu of taxes ("Deficiency Payments") to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CRA.

**Section 4.06        No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date without the prior written consent of the CRA, which shall not be unreasonably withheld and which the CRA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CRA: (i) any conveyance as security for indebtedness

incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

**ARTICLE V**  
**FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

**Section 5.01           Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

**Section 5.02           Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

**Section 5.03           Mortgage Financing.**

(a)    Mortgage Holder Obligations. Each mortgage holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof (referred to in this section as the “Mortgage Holder”) shall be obligated to require construction and completion of the Private Improvements and the Public Improvements by any person who subsequently obtains title to the Project Site or any part thereof from the Mortgage Holder; provided, however, the Mortgage Holder shall not be obligated by and shall be exempted from those provisions of this Redevelopment Agreement which require construction and completion of the Private Improvements and the Public Improvements. Additionally, no person, including the Mortgage Holder, may devote the Private Improvements and the Public Improvements thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Agreement for the term of this Redevelopment Agreement.

(b)    Copy of Notice of Default to Mortgagee. Whenever the CRA shall deliver any notice or demand to Redeveloper with respect to any breach or default by

Redeveloper of its obligations or covenants in this Redevelopment Agreement, the CRA shall, at the same time, forward a copy of such notice or demand to each holder of any mortgage authorized by this Redevelopment Agreement at the last address of such holder as shown in the records of the CRA or as provided by such mortgagee.

(c) Mortgagee's Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach or default, such breach or default remains uncured, each holder shall (and every mortgage instrument made prior to acceptance by the CRA of the Certificate of Completion with respect to any of the Private Improvements or the Public Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after notice or demand, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default.

(d) Mortgage Rights Applicable to Other Forms of Encumbrance. The rights and obligations of this Redevelopment Agreement relating to mortgages of the Project Site shall apply to any other type of encumbrance on the Project Site, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

(e) Termination of Provisions. The provisions of this Section 5.03 shall terminate upon acceptance by the CRA of Redeveloper's Certificate of Completion.

## **ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION**

### **Section 6.01      General Remedies of the CRA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Sections 6.02 and 6.03, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

### **Section 6.02      Additional Remedies of the CRA.**

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) days (not including justifiable work stoppages or delays and/or any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, and/or any successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;
- (c) Any Deficiency Payment due pursuant to Section 4.05(b) of this Redevelopment Agreement is not paid when due as set forth in Section 4.05(b); or
- (d) There is a transfer of the Project Site or any part thereof in violation this Redevelopment Agreement, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CRA,

then Redeveloper shall be in default of this Redevelopment Agreement; and if such failure to perform, breach or default is not cured in the period herein provided, the CRA may declare the Note as terminated and void, and thereafter shall not be obligated to remit the Tax Increment as debt service thereon. In addition to the foregoing, if such default arises under Section 6.02(d) above, the aggregate amount of all Tax Increment previously paid to Redeveloper as debt service on the Note shall stand forfeited and Redeveloper shall be required to repay the same to the CRA within thirty (30) days' written demand thereof, and such amount or any portion thereof which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full.

**Section 6.03      Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within thirty (30) days following written notice from the CRA, then Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

**Section 6.04      Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CRA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CRA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security

for such TIF Indebtedness. Specifically, but without limitation, neither City nor the CRA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CRA and the City from and agrees that the CRA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper shall indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

## **ARTICLE VII MISCELLANEOUS**

### **Section 7.01      Memorandum.**

A Memorandum of this Redevelopment Agreement shall be recorded with the Seward County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" and incorporated by this reference.

### **Section 7.02      Governing Law.**

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

### **Section 7.03      Binding Effect; Amendment.**

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

### **Section 7.04      No Agency or Partnership.**

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CRA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so

inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

**Section 7.05      Document Retention.**

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

**Section 7.06      Notice to Redeveloper.**

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be:

Dwell Development LLC  
Attn: Rachel Glock  
1901 Southern Light Drive  
Lincoln, NE 68512  
[rachel@dwelldg.com](mailto:rachel@dwelldg.com)

[Signature Page Follows]

IN WITNESS WHEREOF, the CRA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

**“CRA”**  
COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2022, by \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

\_\_\_\_\_  
Notary Public

**“REDEVELOPER”**  
DWELL DEVELOPMENT LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Dwell Development LLC, on behalf of the company.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT**

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

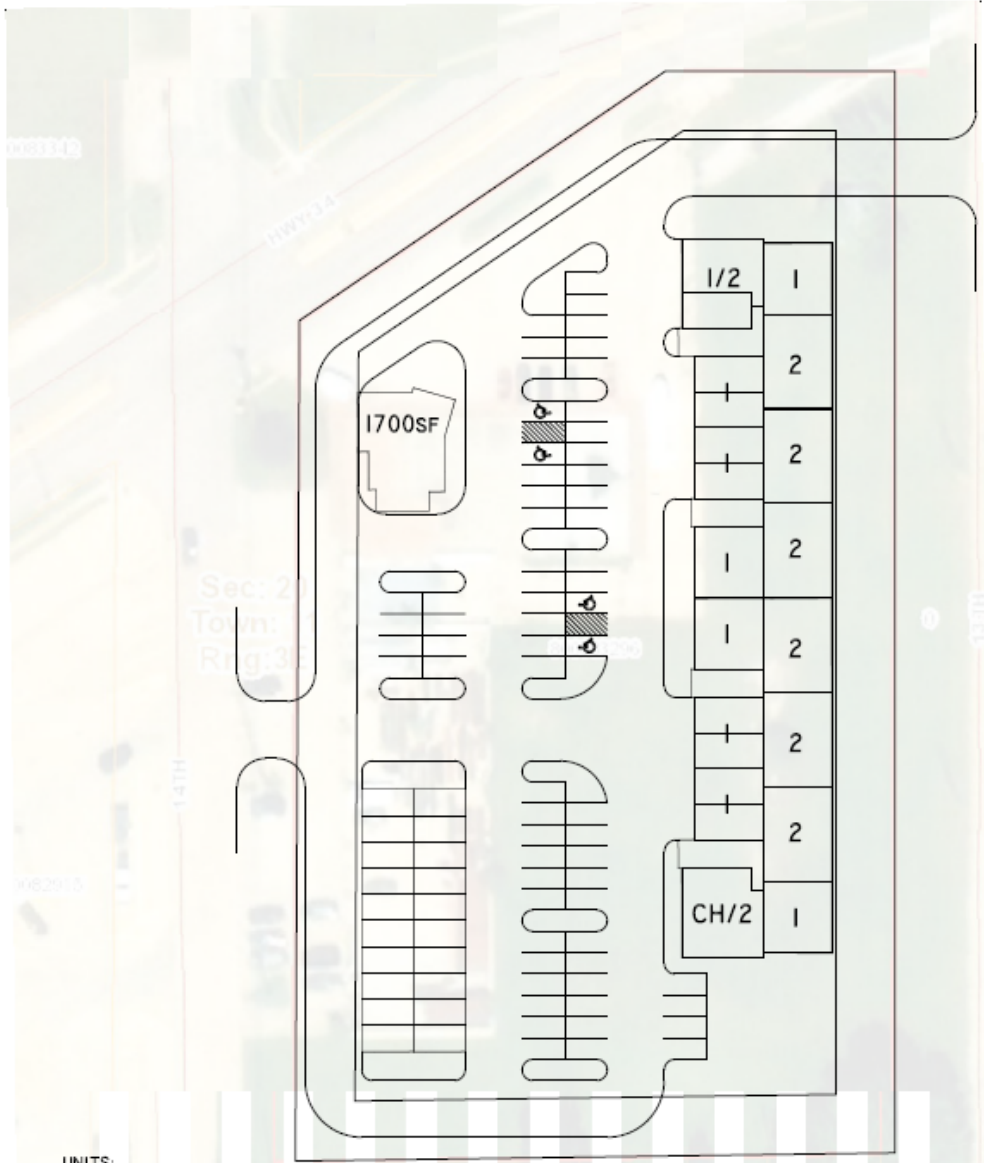
All of Block 30 S of Hwy 34; Lots 1-6, Block 19; all of vacated Ash Street between Block 19 and Block 30; all of the N 1/2 of the vacated alley in Block 19, all being in Harris, Moffitt and Roberts Addition to Seward, Seward County, Nebraska (PID# 800083296),

includes the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper.

- (a) **Private Improvements.** The construction of an apartment building and associated improvements on the Project Site. The preliminary site plan for the Private Improvements is attached hereto as Exhibit "A-1" for reference.
  
- (b) **Public Improvements.** Site acquisition, demolition, grading, site preparation, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

# EXHIBIT "A-1" PRELIMINARY SITE PLAN

1700 SF commercial space  
not included in scope of  
project



UNITS:  
43 UNITS  
(21) 1 BEDROOMS  
(22) 2 BEDROOMS

PARKING:  
10 SURFACE (RETAIL)

9 ATTACHED GARAGES  
20 DETACHED GARAGES  
54 SURFACE (APARTMENTS)  
TOTAL: 83 STALLS = 1.93SP/DU



Keller Apts | SEWARD, NEBRASKA | 2021.04.14

Exhibit "A-1"

**EXHIBIT “B”  
TIF INDEBTEDNESS**

1. Projected Base Value: \$198,710
2. Projected Minimum Final Value: \$3,805,140
3. Projected Incremental Valuation: \$3,606,430
4. Assumed Tax Levy: 1.734152
5. Anticipated Tax Increment: \$62,541 annually
6. Assumed Interest Rate: 5.0%
7. TIF Indebtedness:
  - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$654,500, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2038, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
  - b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be determined prior to the issuance of the Note. A 5.0% interest rate has been used for the TIF projections, but the 5.0% interest rate may be adjusted based upon Redeveloper’s reasonable evidence of lender requirements that will necessitate a reasonable change to the interest rate.
  - c. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2023. The CRA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CRA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CRA has no obligation to make any payments other than the actual Tax Increment received from the Project.
  - d. **Maturity Date.** On or before December 31, 2038.
  - e. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2023 (2023 taxes paid in 2024) and terminating on December 31, 2037 (2037 taxes due on December 31, 2037 but paid in 2038). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

*Note: All calculations are based on assumptions and estimates of future values that may be different than the values used herein or may vary from year to year.*

**EXHIBIT "C"**  
**PROJECTED TIF SOURCES AND USES**

**1. TIF SOURCES:**

**Assumptions:**

Tax Levy	1.734152
Interest Rate	5.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$198,710	\$3,446
Completed Project	\$3,805,140	\$65,987
Difference	\$3,606,430	\$62,541

**TIF Calculations:**

Annual TIF Amount	\$62,541
TIF Indebtedness	\$654,500

**2. TIF USES:**

Site Acquisition	\$550,000
Demolition	\$30,000
Grading	\$70,000
Site Preparation	\$50,000
3% Admin Fee	\$19,635
Approx. Cost of Issuance (actual cost TBD)	~\$8,000
Arch. And Eng. Fees	\$153,000
<b>Total estimated TIF eligible costs:</b>	<b>\$880,635</b>

\* For purposes of calculating the TIF sources for this Project, the CRA (1) has assumed the Project will capture the full 15 years of tax increment and there will not be a partial valuation in the first year; (2) has not accounted for any increases in the assessed value of the Project Site during the 15 year tax increment financing period; and (3) has not utilized any assumed state property tax credit. Any changes to these assumptions will change the actual amount of the tax increment generated by the Project.

**EXHIBIT “D”**

After recording please return to:

Derek Bargmann  
City of Seward  
City Hall, 537 Main Street  
Seward, NE 68434

**MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(Dwell Development Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this \_\_\_ day of January, 2022 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Dwell Development LLC, a Nebraska limited liability company (“Redeveloper”).

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements and the private improvements being made to real property owned by Redeveloper and legally described as:

All of Block 30 S of Hwy 34; Lots 1–6, Block 19; all of vacated Ash Street between Block 19 and Block 30; all of the N 1/2 of the vacated alley in Block 19, all being in Harris, Moffitt and Roberts Addition to Seward, Seward County, Nebraska (PID# 800083296) (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CRA offices in Seward, Nebraska.

[Signature Page Follows]



**EXHIBIT “E”  
FORM OF TIF PROMISSORY NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF SEWARD, NEBRASKA

REDEVELOPMENT REVENUE NOTE  
(DWELL DEVELOPMENT REDEVELOPMENT PROJECT)  
SERIES 2022A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2038	5.0%	

Registered Holder	Principal Amount
Dwell Development LLC	\$654,500

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2024, December 15, 2024, and each June 15 and December 15 thereafter through December 15, 2038, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts. No interest shall accrue until the later of: (1) the date the taxes are

due for the year of the Effective Date identified in the Redevelopment Agreement (which is December 31<sup>st</sup> of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (the “Accrual Commencement Date”).

This Note is designated the Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (Dwell Development Redevelopment Project), Series 2022A, aggregating Six Hundred Fifty-Four Thousand Five Hundred and No/100 Dollars (\$654,500.00) (“Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and Dwell Development LLC, a Nebraska limited liability company, for the Dwell Development Redevelopment Project (the “Redevelopment Agreement”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the “Project”). All such revenue has been duly pledged for the purpose of paying this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, OR THE CITY OF SEWARD, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, OR THE CITY OF SEWARD, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Seward, Nebraska, pursuant to a

Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

City Treasurer, City of Seward as  
Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT “F”**  
**FORM OF CERTIFICATE OF COMPLETION**  
**(Dwell Development Redevelopment Project)**

The undersigned certifies, represents and warrants to the City of Seward, Nebraska, and the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) with regard to the following real property situated in the City of Seward, Seward County, Nebraska, to wit:

All of Block 30 S of Hwy 34; Lots 1–6, Block 19; all of vacated Ash Street between Block 19 and Block 30; all of the N 1/2 of the vacated alley in Block 19, all being in Harris, Moffitt and Roberts Addition to Seward, Seward County, Nebraska (PID# 800083296),

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated January \_\_, 2022, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. \_\_\_\_\_ in the office of the Register of Deeds for Seward County, Nebraska.

**“REDEVELOPER”**

DWELL DEVELOPMENT LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“CRA”**

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "G"**  
**FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS**

Date: \_\_\_\_\_

Dwell Development LLC, a Nebraska limited liability company ("Redeveloper"), hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Redevelopment Authority of the City of Seward. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

Site Acquisition	\$ _____
Demolition	\$ _____
Grading	\$ _____
Site Preparation	\$ _____
<hr/>	
Total:	\$ _____ *

**\*Principal Amount of TIF Indebtedness shall not exceed \$654,500.**

DWELL DEVELOPMENT LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

**Approved the by Chairperson of the CRA:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

D. Resolution Approving the Redevelopment Plan Amendment and Adopting a Cost Benefit Analysis for the Redevelopment Project

**CITY OF SEWARD, NEBRASKA**

**RESOLUTION # 2022-1**

(Redevelopment Plan Amendment – Dwell Development Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING THE DWELL DEVELOPMENT REDEVELOPMENT PROJECT.**

**RECITALS**

A. The Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) has recommended that the Redevelopment Plan for the City of Seward, a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”), should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified and legally defined in said amendment (the “Project Site”).

B. The proposed amendment to the Redevelopment Plan (the “Redevelopment Plan Amendment”) is on file and available for public inspection with the City Clerk.

C. The Redevelopment Plan Amendment includes a redevelopment project identified as the Dwell Development Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

D. The CRA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Seward.

E. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.

F. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

G. On January 18, 2022, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

H. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155 (the “Act”), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Seward.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of Seward.

Dated this 18th day of January, 2022.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

- E. 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

**CITY OF SEWARD, NEBRASKA**

**RESOLUTION # 2022-2**

(Redevelopment Agreement – Dwell Development Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND AUTHORIZING THE COMMUNITY REDEVELOPMENT AUTHORITY TO ENTER INTO SAID AGREEMENT.**

**RECITALS**

A. Pursuant to the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Seward, Nebraska (“City”), has adopted a redevelopment plan (the “Redevelopment Plan”) for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the Dwell Development Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On January 12, 2022, the CRA approved the Redevelopment Agreement for the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the General Comprehensive Development Plan of the City, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and Dwell Development LLC which is on file with the City Clerk and available for public inspection, is hereby approved.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CRA.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CRA of the City.

BE IT FURTHER RESOLVED that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Dated this 18th day of January, 2022.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

2. Public Hearing - 7:00 PM - Special Use Permit for 335, 353, 379, 401, and 409 S 3rd Street and 348, 340, and 336 Ash Street to Allow Construction of Single-Family Homes and Residential Living in Central Business District - Building/Zoning & Code Enf Director Dworak

<u>APPLICATION TYPE</u>	<u>FINAL ACTION?</u>	<u>DEVELOPER/OWNER</u>
Special Use permit		Plex Construction

<u>PC HEARING DATE</u>	<u>RELATED APPLICATIONS</u>	<u>PROPERTY ADDRESS, ZONING DISTRICT/USE</u>
January 10, 2022		336, 340 and 348 Ash St – CBD - Residential 335, 353, 379, 401, 409 S 3 <sup>rd</sup> St – CBD – Residential

**ADJACENT ZONING DISTRICTS/USE:**

North, CBD, Civic – The Rock Lutheran Church

East, R-4, Residential – Dustin Dobesh, Dan & Tonya Ventre, Roy Dubrusky, Gary & Joan Stutzman, James & Brooke Schildt, Jeff Culp

South, CBD, Residential – Dale & Connie Rood, Marilyn Vogt, Darrell & Dena Meese, Jeane Loos, Todd & Milinda Lavelle, Joseph & Lisa Meyer

South, I-1, Industrial & Existing Residential – Daniel & Mary Frisbie, Mark & Brenda Smith

West, R-4, Residential – Scott & Sheila Pekarek, Paul & Geri Mobley

West, CBD, Commercial – CNG Redevelopment LLC, SVC Properties LLC

**BRIEF SUMMARY OF REQUEST**

To allow residential use in the Central Business District (CBD).



**APPLICATION CONTACT**

Kyle Jensen, B# 402-316-0352 H# 402-646-8583  
1070 Augusta Dr, Seward, NE 68434

**COMPATIBILITY WITH THE COMPREHENSIVE PLAN**

Use type matches the comprehensive plan. (Urban Mixed Use profile)

**ANALYSIS**

Single-family detached, Single-family attached and/or Duplex Residential use in the Central Business District requires a special use permit according to the use matrix in the ULDO Use Matrix Attachment 1. The proposed residences meet the requirements set for residential in the CBD. Considerations for the special use permit follow at the bottom of this report.

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

**APPROXIMATE LAND AREA:**

1.11 acres or 48,351.6 square feet +/-

**LEGAL DESCRIPTION:**

SEWARD CNG 1<sup>ST</sup> ADDITION LOTS 3, 4, 5, 6, 7, 14, 15 AND 16

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU22-01

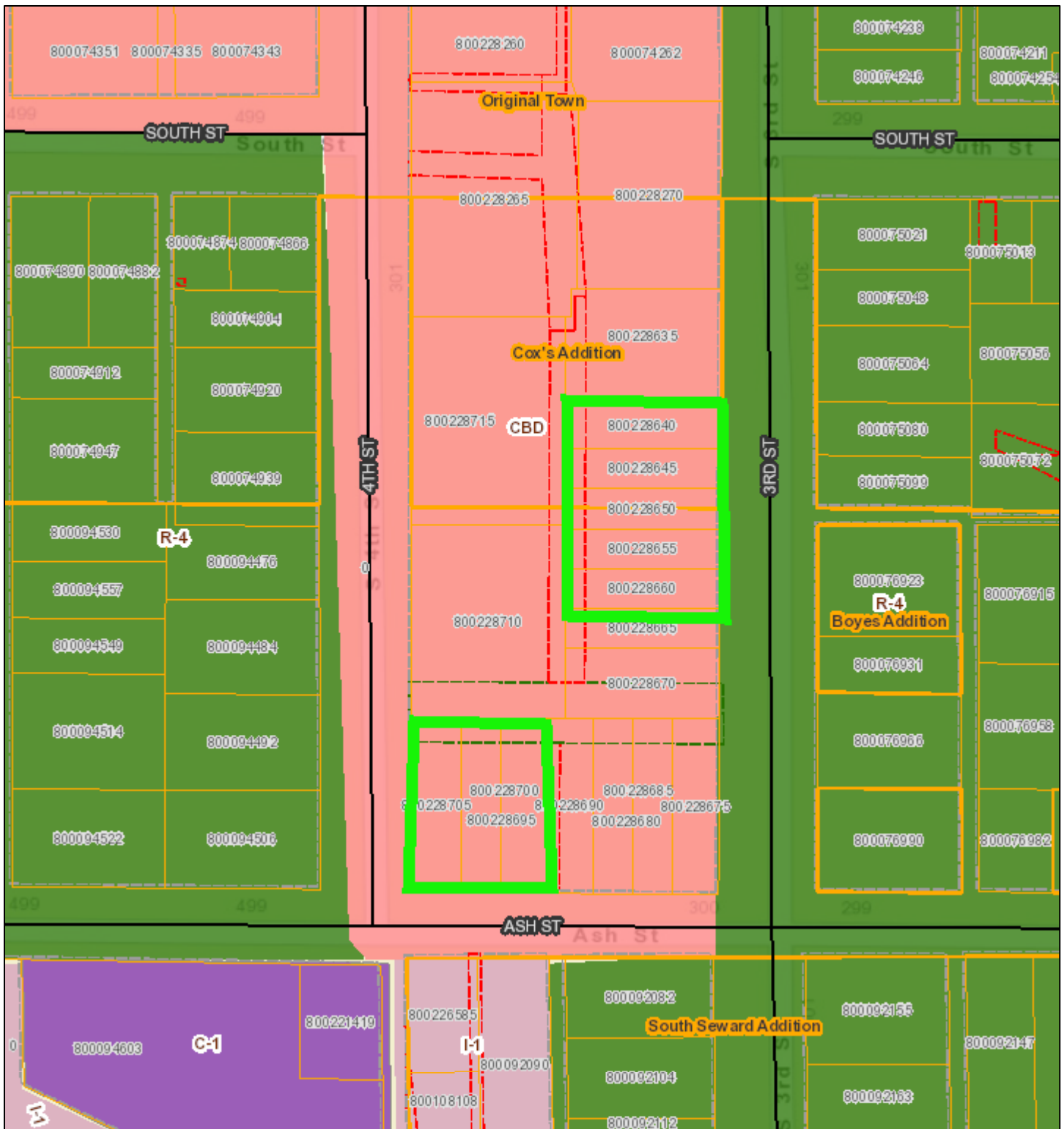
As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits the USE OF SINGLE-FAMILY DETACHED, SINGLE-FAMILY ATTACHED, AND/OR DUPLEX RESIDENTIAL IN THE CENTRAL BUSINESS DISTRICT (CBD).

**SITE SPECIFIC CONDITIONS:**

- 1.
- 2.

STANDARD CONDITIONS:

- 1.
- 2.



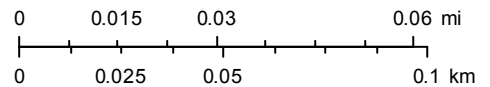
January 6, 2022

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

Legend

- Streets
- Parcels
- Subdivisions

1:1,850



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



PAID  
11-29-2021 ck

402-316-0352

P.O. Box 38 • 537 Main Street  
Seward, Nebraska 68434  
Phone and TDD 402-643-2928  
Fax 402-643-6491

### APPLICATION FOR A SPECIAL USE PERMIT

### CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

**Instructions:**

1. Fill out application form completely. Please print or type. Use additional sheets if needed.
2. Filing fee: \$200.00. Notification Fee \$ 100,00 Make check payable to City of Seward.
3. Contact City of Seward Planning & Zoning Director if you have any questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.
5. Submit completed application and fee 30 days prior to the next regular scheduled Planning Commission meeting.

1. Applicant's name: Plex Construction
2. Applicant's address: 1070 Augusta Dr. Seward, NE  
P.O. Box 254 Seward, NE ZIP: 68434
3. Telephone (business): 402-316-0352 (home): 402-646-8583
4. Present use of property: Vacant lot
5. Desired use of property: Single Family / Residential
6. Present zoning: CBD
7. Legal description of property: Seward CUG 1<sup>st</sup> Additional Lots 3, 4, 5, 6, 7, 14, 15, + 16

8. Under what provisions of the zoning regulations are you seeking this permit?  
special use permit for construction of single family housing & residential living

9. For how many years are you seeking this permit (5 years, 10 years, etc.)? permanent

10. Explain in detail what you propose to do: Construct two triplex buildings and one duplex (Townhome) building

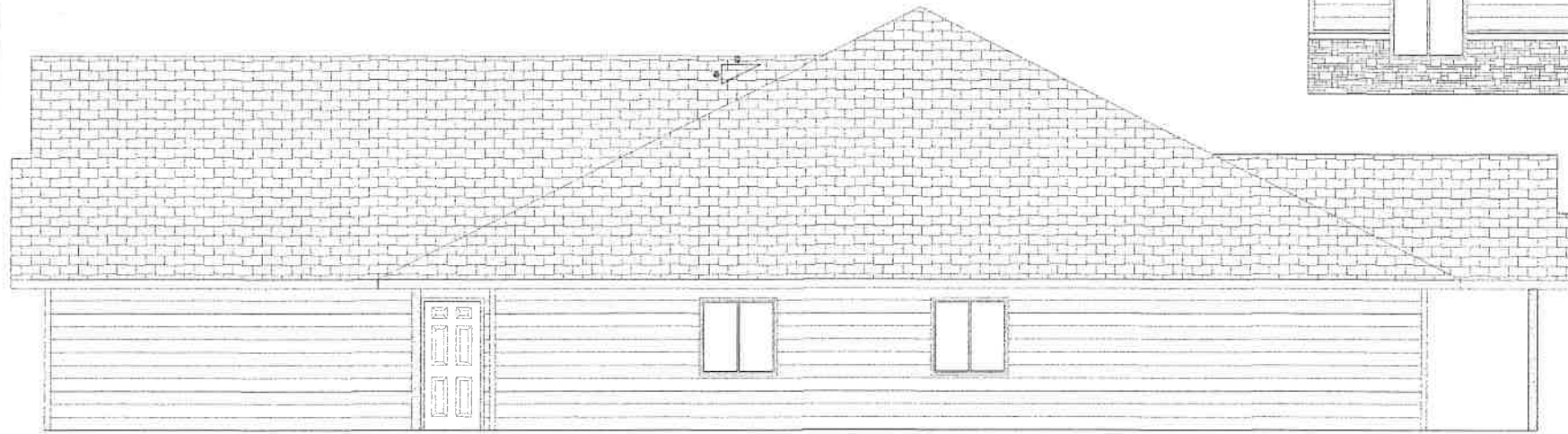
11. How are adjoining properties used? Indicate both zoning district designations and actual uses.

North: Commercial South: Single Family  
East: Single Family West: Commercial

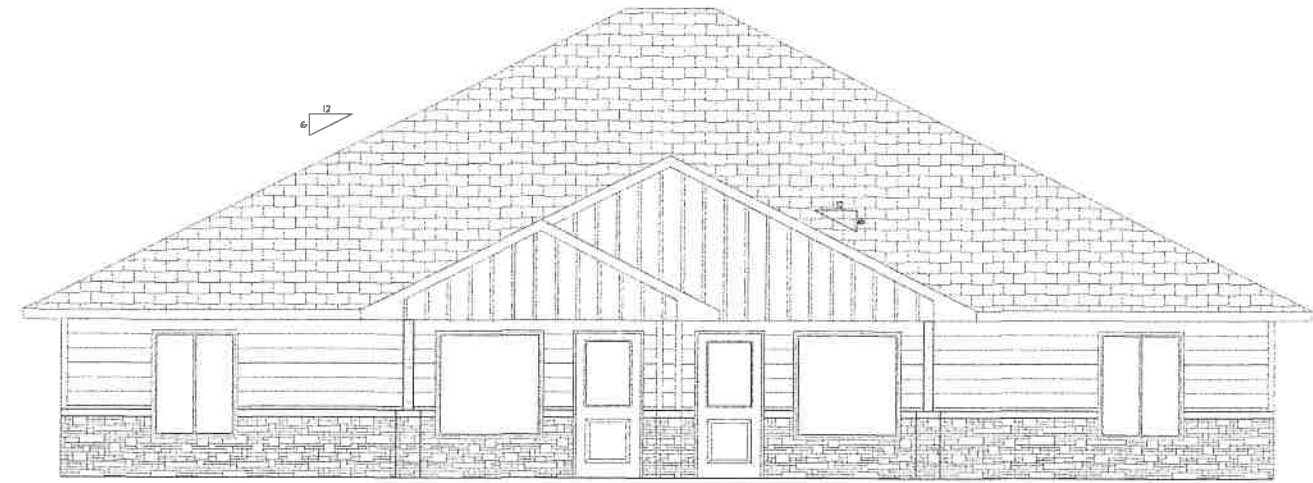
12. This authorizes the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members the City of Seward Planning Commission or Seward City Council.

Date: 11-29-2021

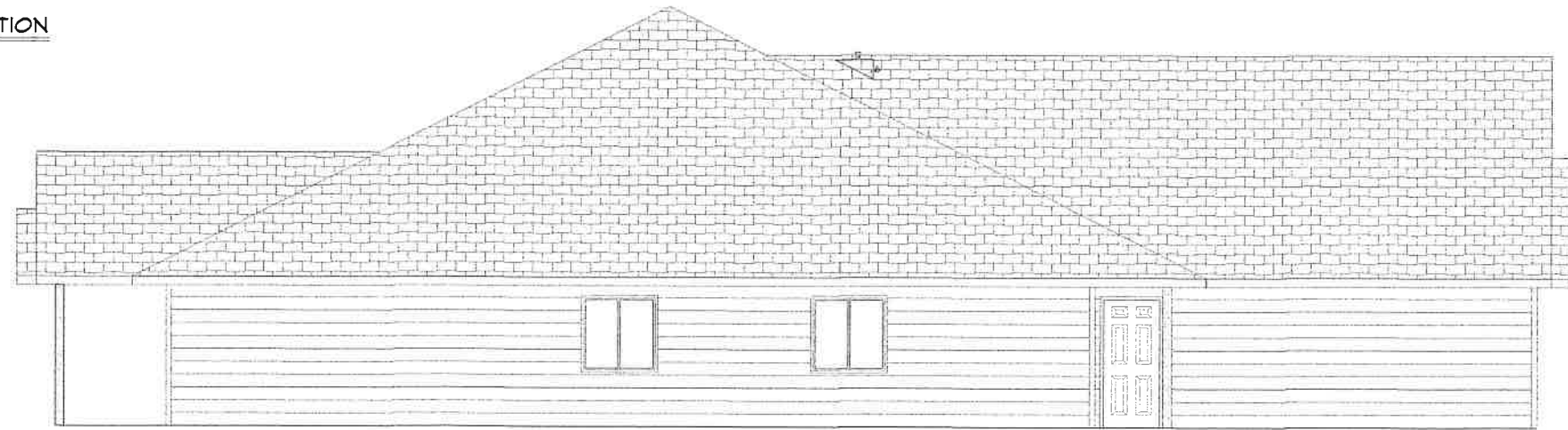
Kyle Jensen  
Owner's Signature



LEFT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

HLZ designs  
COLUMBUS, NE 68601  
HLZdesigns@outlook.com  
402-370-9303



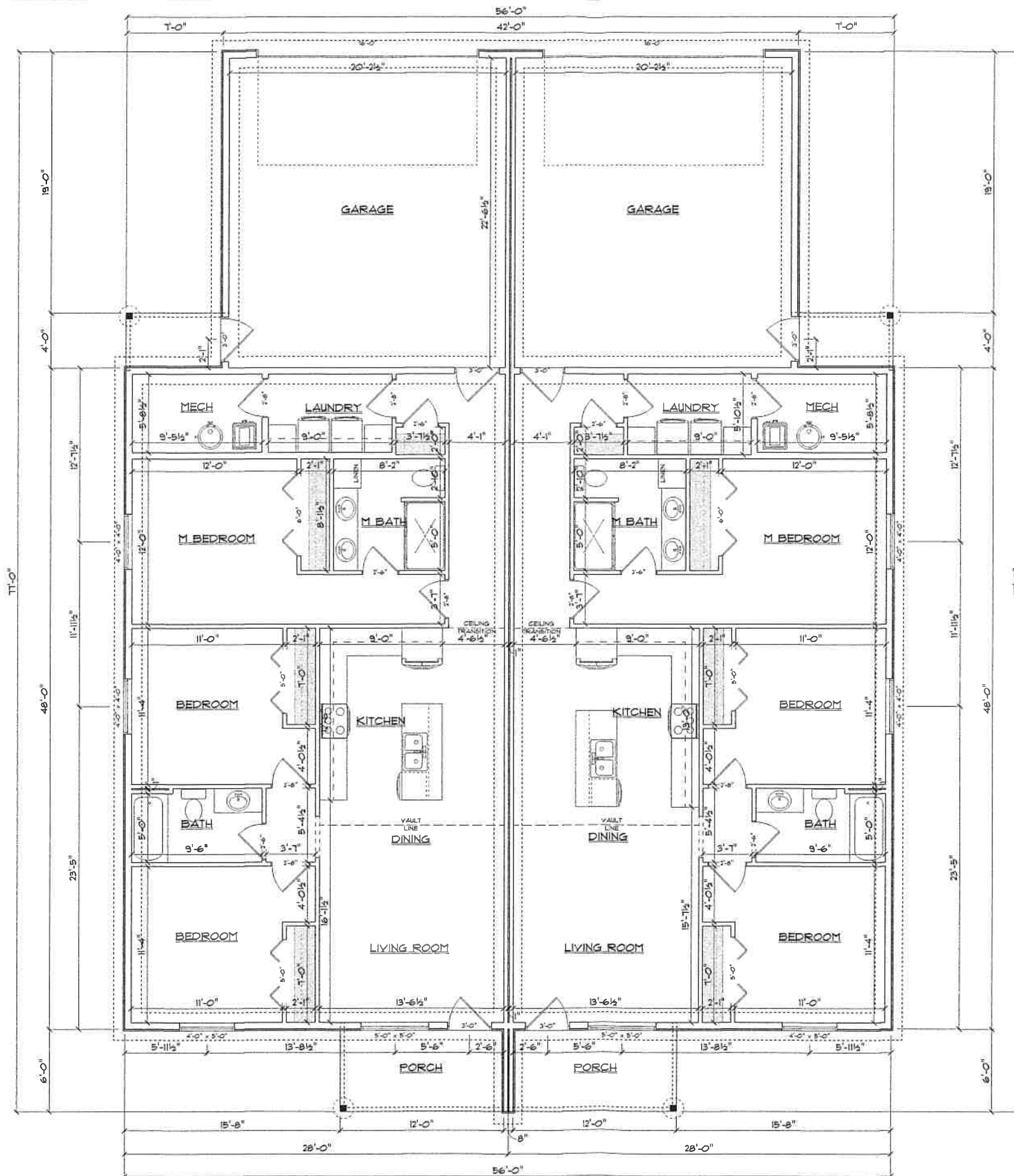
THESE DRAWINGS PROPERTY OF HLZ DESIGNS. CREATED FOR MATERIAL ESTIMATING PURPOSES AND ARE NOT DESIGNED TO SATISFY CURRENT GOVERNING BUILDING CODES, STRUCTURAL REQUIREMENTS, SITE CONDITIONS AND INSTALLATION REQUIREMENTS. HLZ DESIGNS ASSUMES NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DEFECTS OF THE DRAWINGS.

# PLEX TOWNHOUSE

PLEX CONSTRUCTION

*Third Street*

SCALE: 1/4" = 1'-0"  
DRAWN BY: JLN  
CHECKED BY: LBN  
PROJECT: 2013-01  
PLT/DAT: 13-01-01 REVISION: 0



**MAIN FLOOR PLAN**

NOTE: 8'-0" CEILING UNLESS NOTED

AREA SCHEDULE	
Unit Living Area	1342.0 sq ft.
Unit Garage Area	403.0 sq ft.

**PLEX TOWNHOUSE**

PLEX CONSTRUCTION

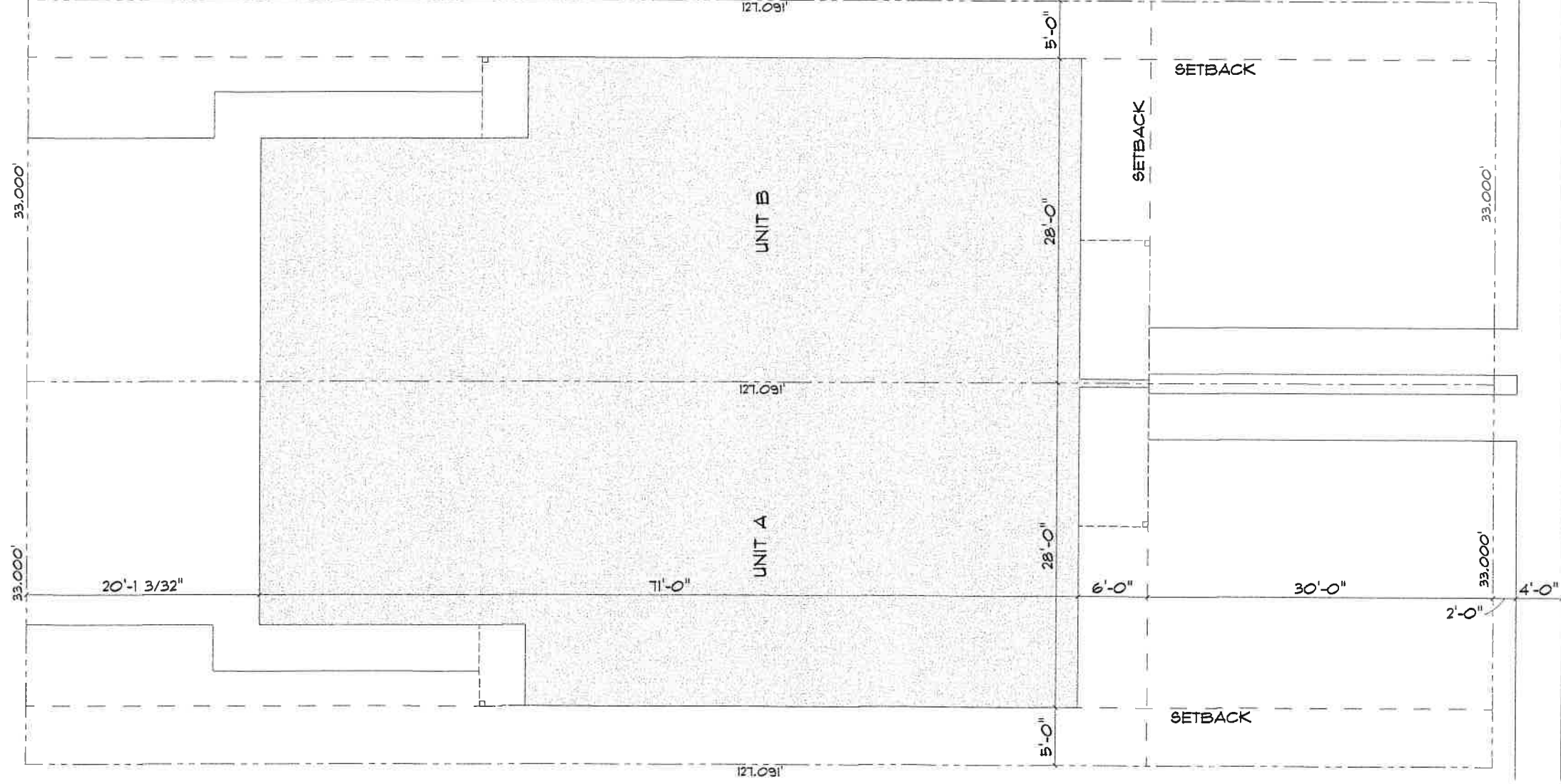
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**HLZ designs**  
 COLLUMBUS, NE 68601  
 HLZdesigns@outlook.com  
 402-370-9303

SCALE: 1/4" = 1'-0"	DRAWN BY: ANA
DRAWN DATE: 1/28/21	PROJECT: 20115
PLOT DATE: 12/13/21	REVISION: 0

ALLEY



SOUTH THIRD STREET

# PLEX TOWNHOUSE

PLEX CONSTRUCTION

THESE DRAWINGS ARE PROPERTY OF HLZ DESIGNS. CREATED FOR MATERIAL ESTIMATING PURPOSES AND ARE NOT DESIGNED TO SATISFY CURRENT GOVERNING BUILDING CODES, STRUCTURAL REQUIREMENTS, SITE CONDITIONS AND INSTALLATION REQUIREMENTS. HLZ DESIGNS ASSUMES NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DEFECTS OF THE DRAWINGS.



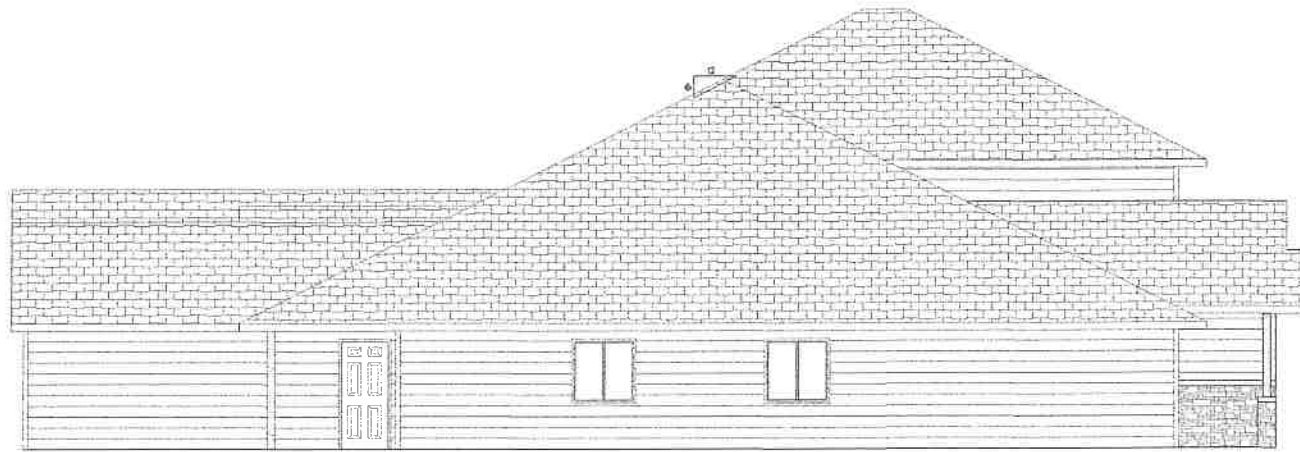
HLZ designs  
COLUMBUS, NE 68601  
HLZdesigns@outlook.com  
402-370-9303

SCALE: 1/8" = 1'-0"	DESIGNED BY: ADW
DRAWN BY: ADW	PROJECT: 240123
DATE: 11-10-23	REVISION: 1

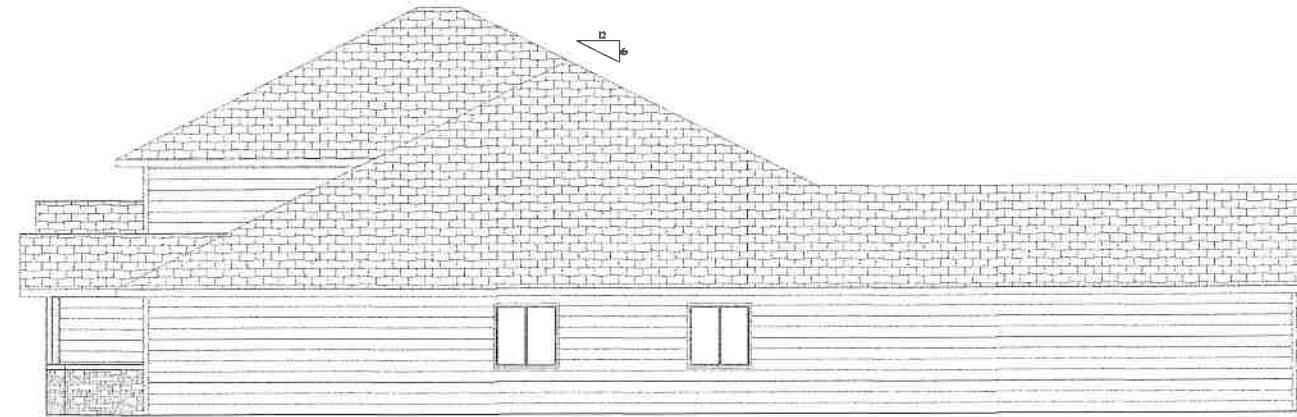
C1



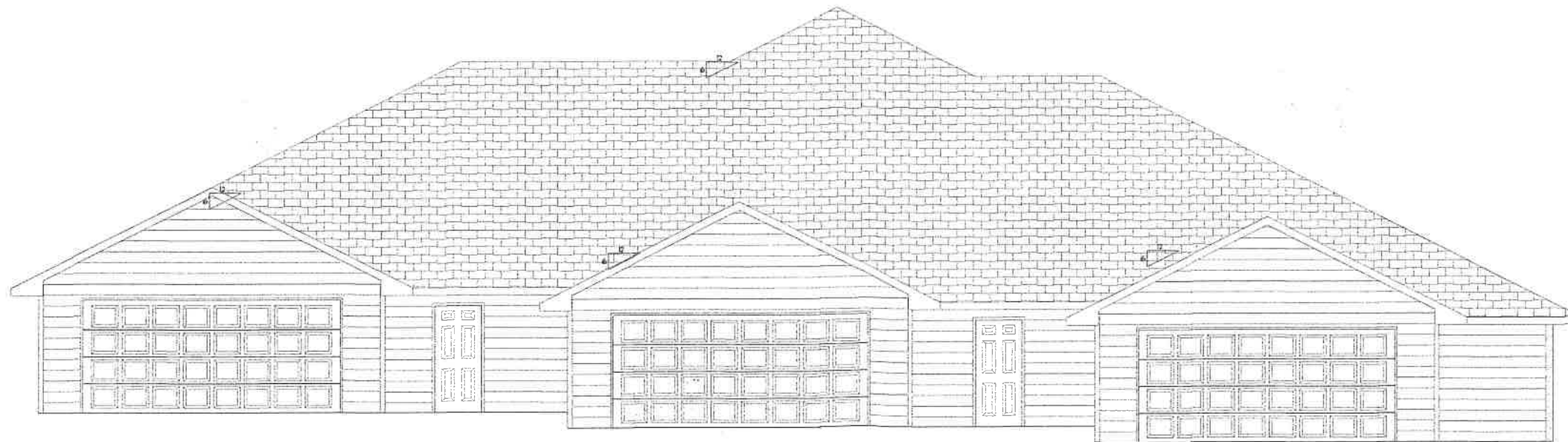
FRONT ELEVATION



LEFT ELEVATION  
SCALE: 3/16" = 1'-0"

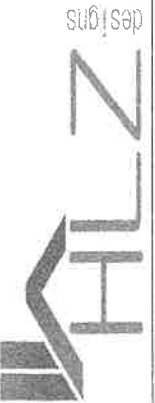


RIGHT ELEVATION  
SCALE: 3/16" = 1'-0"



REAR ELEVATION

HLZ designs  
COLUMBUS, NE 68601  
HLZdesigns@outlook.com  
402-370-9303



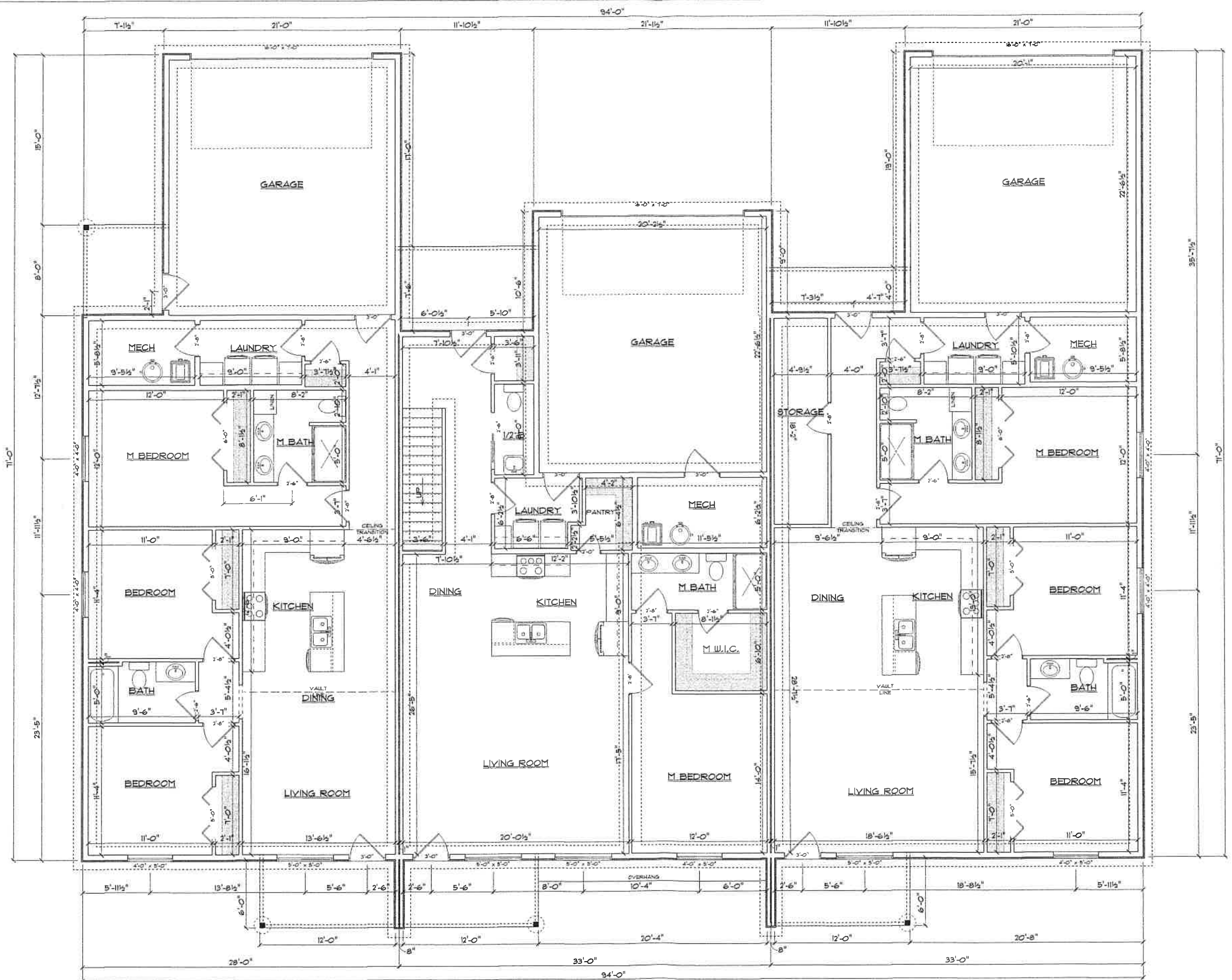
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**PLEX TOWNHOUSE**

PLEX CONSTRUCTION

*Third Street*

SCALE: 1/4" = 1'-0" DRAWN BY: ADH  
DRAWING DATE: 11/20/21 PROJECT: 210104  
PLOT DATE: 12/15/21 REVISION: 1



AREA SCHEDULE	
Unit 1 Living Area	1342.0 sq ft.
Unit 1 Garage Area	453.0 sq ft.
Unit 2 Living Area	1293.0 sq ft.
Unit 2 Garage Area	473.1 sq ft.
Unit 3 Living Area	1582.0 sq ft.
Unit 3 Garage Area	493.0 sq ft.

**MAIN FLOOR PLAN**  
NOTE: 8'-0" CEILINGS UNLESS NOTED

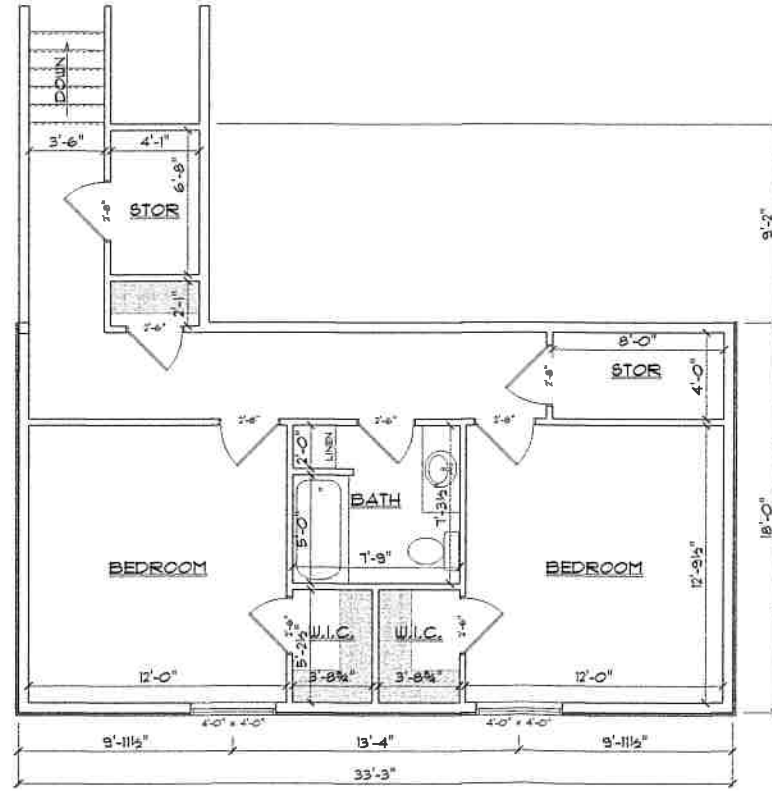


**HLZ designs**  
COLUMBUS, NE 68601  
HLZdesigns@outlook.com  
402-370-9303

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# PLEX TOWNHOUSE

PLEX CONSTRUCTION



**SECOND FLOOR PLAN**  
 NOTE: 8'-0" CEILING UNLESS NOTED

# PLEX TOWNHOUSE

PLEX CONSTRUCTION

SCALE: 1/4" = 1'-0"	DRAWN BY: ADH
DRAWN DATE: 1/8/21	PROJECT: 21019
PLT DATE: 10/10/21	REVISION: 2

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 402-370-9303

ALLEY

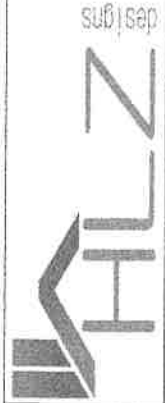


SOUTH THIRD STREET

# PLEX TOWNHOUSE

PLEX CONSTRUCTION

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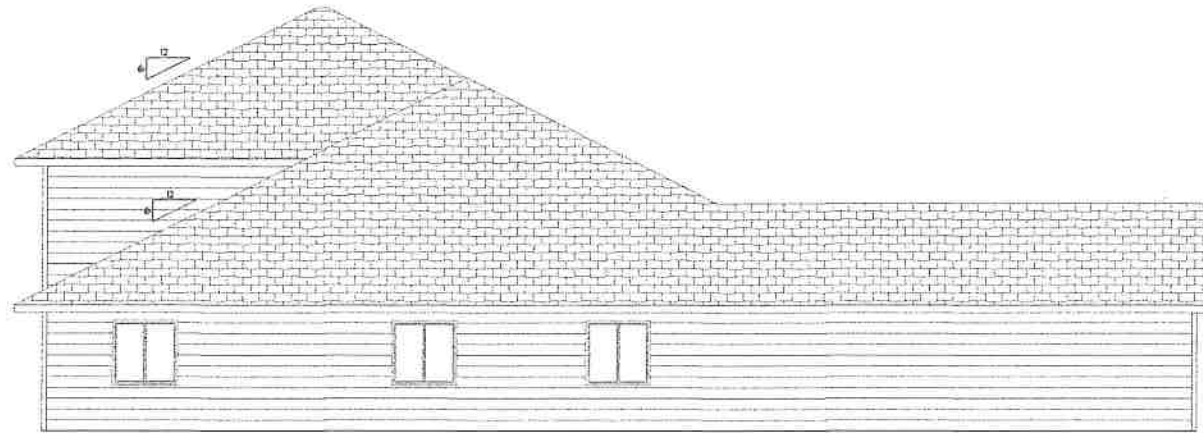
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 COLUMBUS, NE 68601  
 HLZdesigns@outlook.com  
 402-370-9303

SCALE: 3/8" = 1'-0"	DRAWN BY: ADW
DRAWN DATE: 8/26/21	PROJECT: 210104
PLT DATE: 10/14/21	REVISION: 1

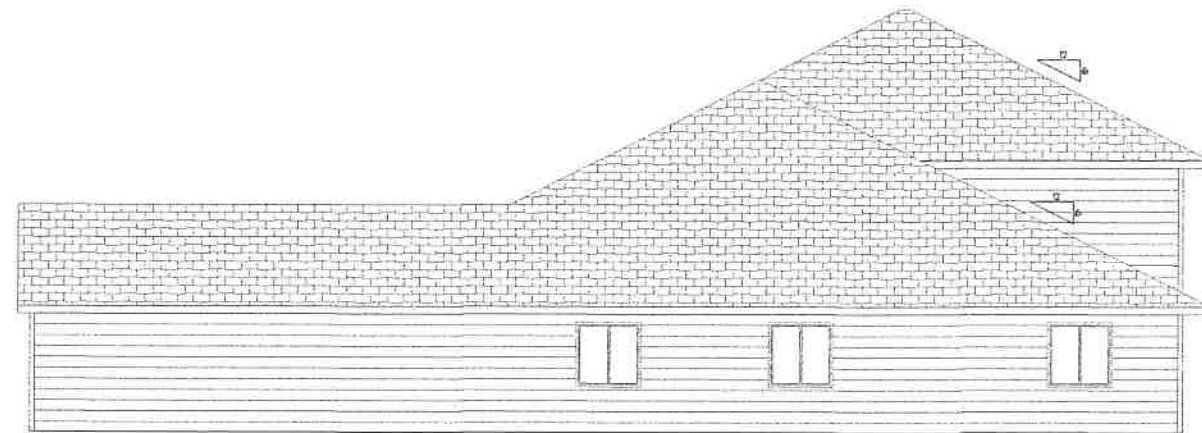
C1



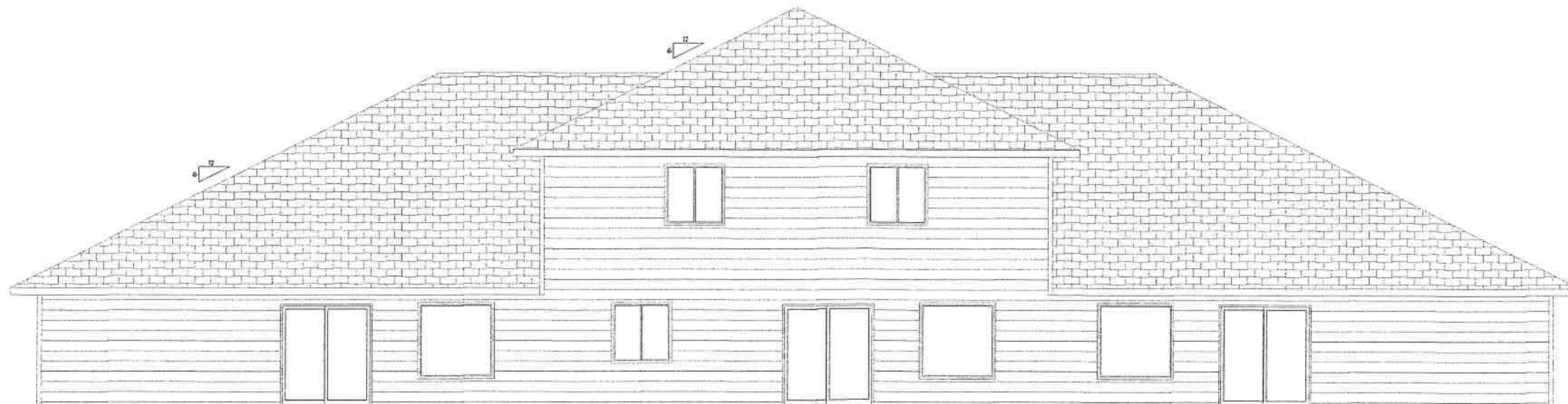
FRONT ELEVATION



LEFT ELEVATION  
SCALE: 3/16" = 1'-0"

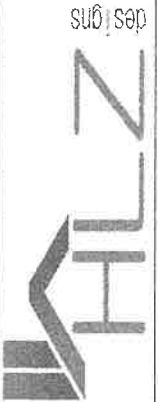


RIGHT ELEVATION  
SCALE: 3/16" = 1'-0"



REAR ELEVATION

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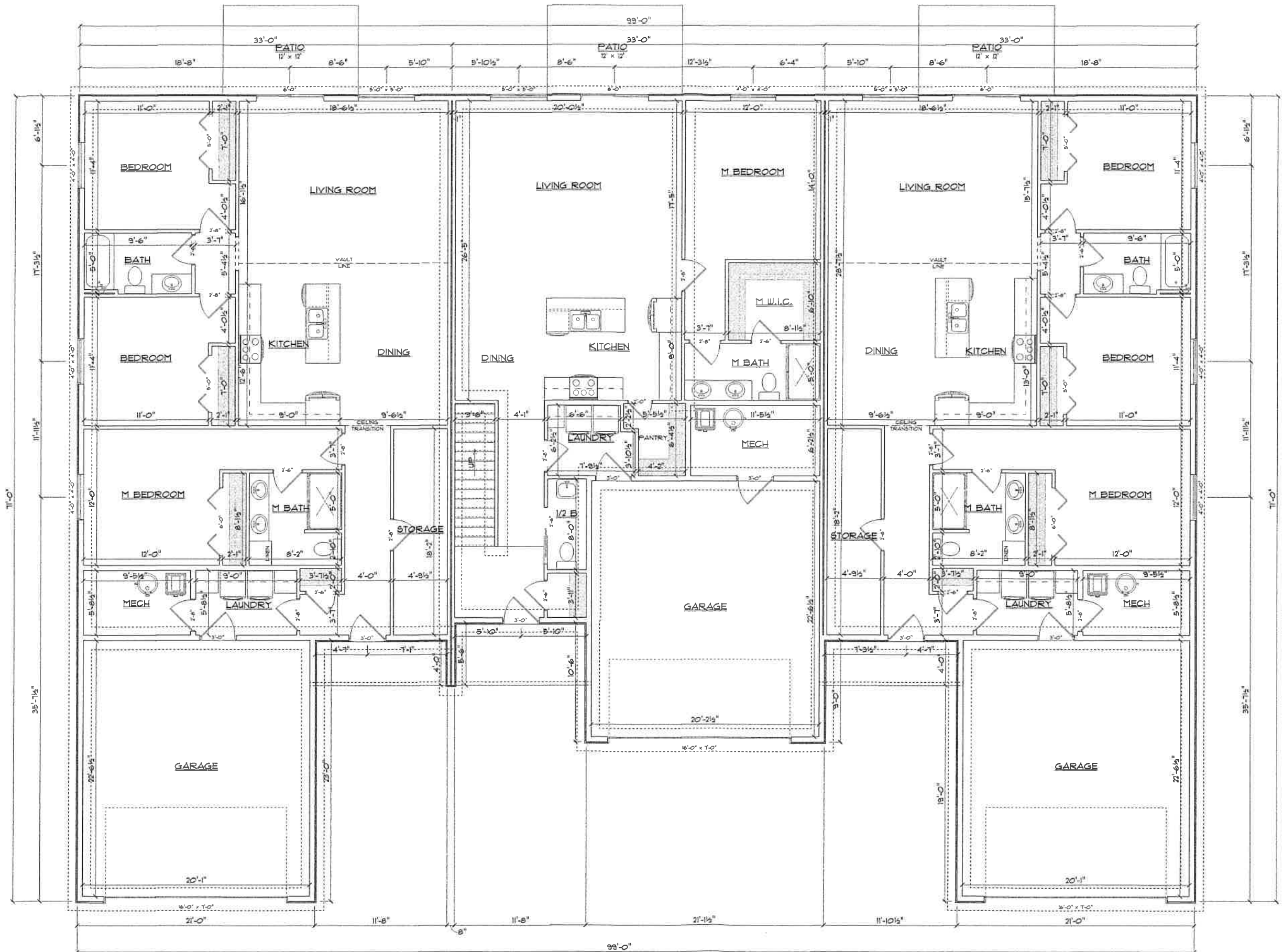
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**PLEX TOWNHOUSE 2**

PLEX CONSTRUCTION

*Ash Street*

SCALE: 1/4" = 1'-0"	DRAWN BY: ADH
DATE: 11-21-21	PROJECT: 21034
PROJECT: 11-21-21	REVISION: 1



AREA SCHEDULE	
Unit 1 Living Area	1582.0 sq ft
Unit 1 Garage Area	487.0 sq ft
Unit 2 Living Area	1390.0 sq ft
Unit 2 Garage Area	477.1 sq ft
Unit 3 Living Area	1562.0 sq ft
Unit 3 Garage Area	493.0 sq ft

**MAIN FLOOR PLAN**  
NOTE: 8'-0" CEILINGS UNLESS NOTED

**HLZ designs**  
COLUMBUS, NE 68601  
HLZdesigns@outlook.com  
402-370-9303

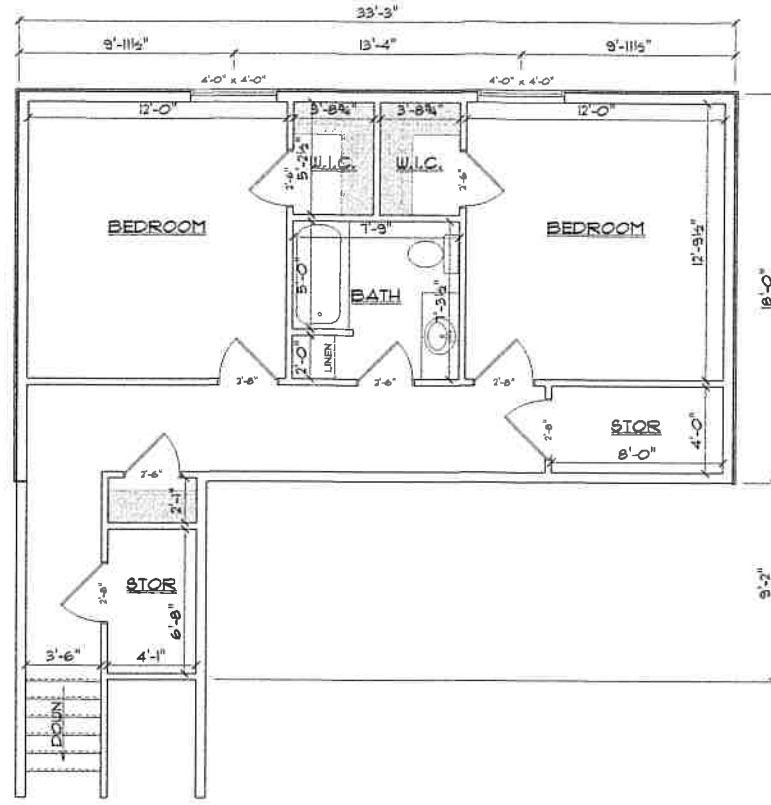


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# PLEX TOWNHOUSE 2

PLEX CONSTRUCTION

SCALE: 1/4" = 1'-0" DRAWN BY: JMM  
DESIGN DATE: 4/28/15 PROJECT: 2015018  
PLOT DATE: 05/08/15 REVISION: 4



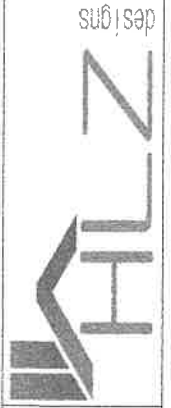
**SECOND FLOOR PLAN**

NOTE: 8'-0" CEILINGS UNLESS NOTED

**PLEX TOWNHOUSE 2**

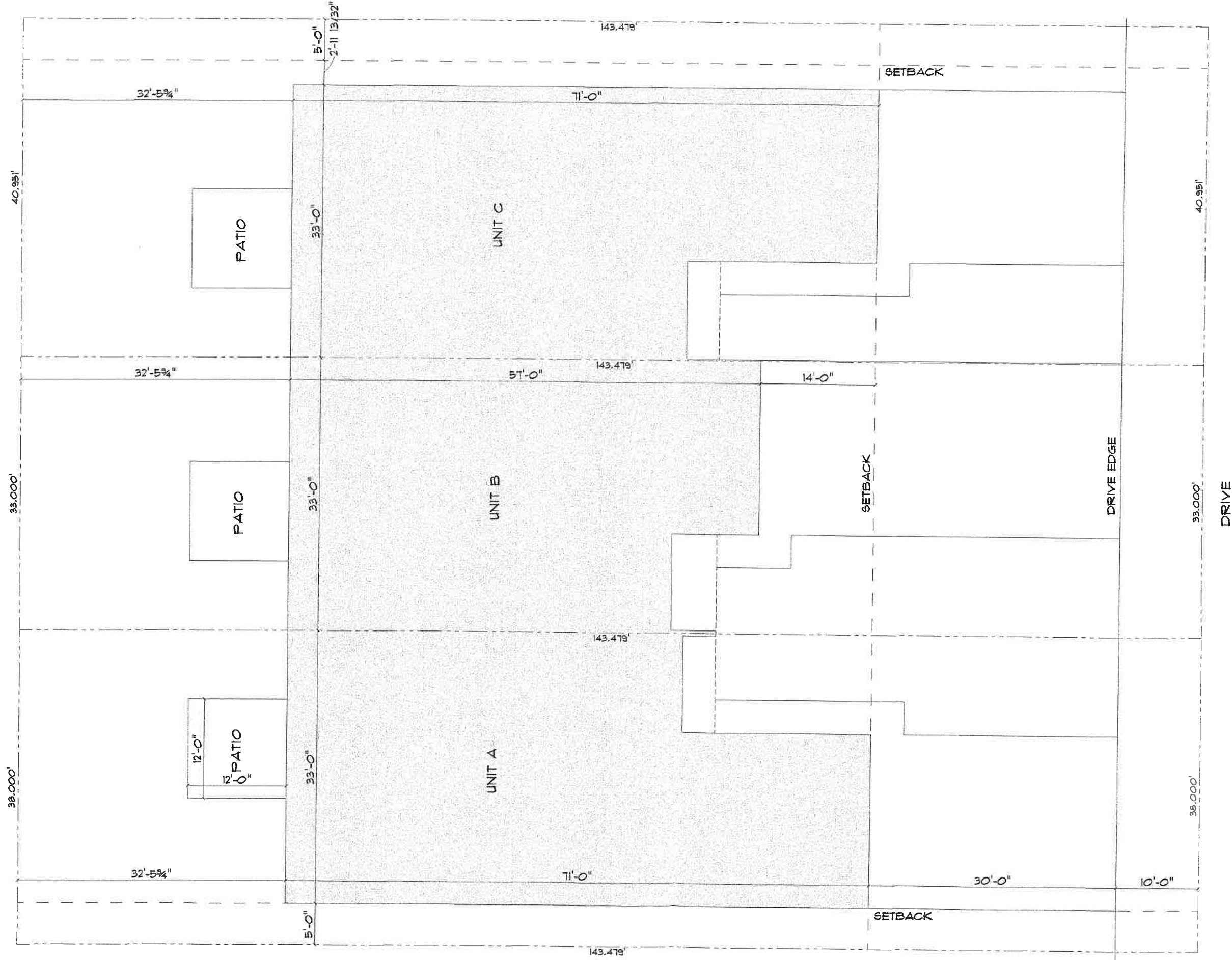
PLEX CONSTRUCTION

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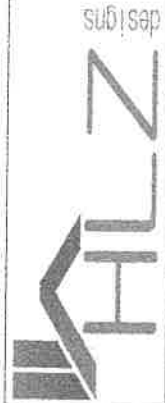
SCALE: 1/4" = 1'-0"	DRAWN BY: ADK
ISSUE DATE: 1-28-21	PROJECT: 210-14
POST DATE: 11-30-21	REVISION: 2



# PLEX TOWNHOUSE 2

PLEX CONSTRUCTION

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HLZdesigns@outlook.com  
402-370-9303

SCALE: 1/4" = 1'-0"	DRAWN BY: ACH
DATE: 8-20-21	PROJECT: 20124
DATE: 11-30-21	REVISION:

C1

**ADMINISTRATIVE ITEMS**

1. Ordinance Amending the Seward Municipal Code, Chapter 12 Boards, Commissions and Committees, Article VIII Airport Authority, Section 1 Membership; Scope of Authority - City Administrator Butcher

ORDINANCE NO. 2022-1

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 12 BOARDS COMMISSIONS AND COMMITTEES, ARTICLE 8 AIRPORT AUTHORITY; TO CLARIFY THE LENGTH OF APPOINTMENT FOR AN APPOINTED BOARD MEMBER; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

That Chapter 12 of the Municipal Code of the City of Seward is hereby amended as follows:

SECTION 1. That §12-8.1 Membership; scope of authority., is amended as follows:

The Airport Authority Board shall have the full and exclusive jurisdiction and control over all facilities owned or hereafter acquired by the municipality for the purpose of aviation operation, air navigation, and air safety operation. The Board is a body corporate and politic, constituting a public corporation, and an agency of the municipality. The Board shall consist of five members. Members of the Board shall be nominated and elected in the manner provided by law for the election of other elected officials and shall take office at the same time as the officers of the City in each municipal election year. Members of the Board shall be residents of the municipality and shall serve a term of six years. Two members of the Board shall be elected in each municipal election year; provided that in each third election year, one member only shall be elected to the Airport Authority Board. ~~Any vacancy on the Board resulting from any other cause than the expiration of a term of office shall be filled by temporary appointment by the Mayor, with the approval of the City Council, until a successor can be elected at the next general municipal election to serve the unexpired portion of the term. Any vacancy on the Board resulting from any other cause than the expiration of a term of office shall be filled by appointment by the Mayor, with the approval of the City Council, to serve the unexpired portion of the term.~~ A member of the Board may be removed from office for incompetence, neglect of duty, or malfeasance in office. An action for the removal of such officer may be brought, upon resolution of the City Council, in the District Court of the County. The Board shall have such other powers and duties as may be prescribed by state law. (Neb. RS 3-501 through 3-514)

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

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

Dated this 18th day of January, 2022

CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

ATTEST:

\_\_\_\_\_  
Derek Bargmann  
City Clerk

### **3-502. Airport authority; created; board; members; expenses; delegation of authority; period of corporate existence; jurisdiction.**

(1) Any city may create an airport authority to be managed and controlled by a board. The board, when and if appointed, shall have full and exclusive jurisdiction and control over all facilities owned or thereafter acquired by such city for the purpose of aviation operation, air navigation, and air safety operation.

(2) The Cities Airport Authorities Act shall not become operative as to any city unless the mayor and city council in their discretion activate the airport authority by the mayor appointing and the council approving the board members as provided in this section. Each such board shall be a body corporate and politic, constituting a public corporation and an agency of the city for which such board is established.

(3) Each board in cities of the primary, first, and second classes and in villages shall consist of five members to be appointed by the mayor with the approval of the city council to serve until their successors elected pursuant to section 32-547 take office. Members of such board shall be residents of the city for which such authority is created. Any vacancy on such board shall be filled by appointment by the mayor, with the approval of the city council, to serve the unexpired portion of the term. A member of such board may be removed from office for incompetence, neglect of duty, or malfeasance in office. An action for the removal of such officer may be brought, upon resolution of the city council, in the district court of the county in which such city is located.

(4) Each board in cities of the metropolitan class shall consist of five members who shall be nominated by the mayor and approved by the city council and shall serve for terms of five years. Any vacancy on such board shall be filled, not later than six months after the date of such vacancy, by appointment by the mayor with the approval of the city council, and such appointee shall serve the unexpired portion of the term of the member whose office was vacated. Any member of such board may be removed from office by the mayor, for incompetence, neglect of duty, or malfeasance in office, with the consent and approval of the city council.

(5) The members of the board hereby created shall not be entitled to compensation for their services but shall be entitled to reimbursement of expenses paid or incurred in the performance of the duties imposed upon them by the Cities Airport Authorities Act, to be paid as provided in section 23-1112 for county officers and employees. A majority of the members of the board then in office shall constitute a quorum. The board may delegate to one or more of the members, or to its officers, agents, and employees, such powers and duties as it may deem proper.

(6) The board and its corporate existence shall continue only for a period of twenty years from the date of appointment of the members thereof and thereafter until all its liabilities have been met and its bonds have been paid in full or such

2. Annual Certification of Fire Department List - City Administrator Butcher

# Annual Certification for the Volunteer Emergency Responders Incentive Act

To be completed by a confirmed and approved Certification Administrator for certification years 2019 and after.  
Include only those volunteer members who have earned 50 or more points during the calendar year (see instructions).

Identify the Nebraska County, City, Village, or Rural or Suburban Fire Protection District the Volunteer Department Serves  
**Seward County Seward, NE**

Calendar Year  
**2021**

Identify the Volunteer Department for Which This Certification is Being Provided  
**Seward Volunteer Fire and Rescue**

Checking this box verifies that all volunteer members included on this annual certification were not paid an hourly wage for their volunteer responder duties.

Legal Name of Qualified Volunteer Member	Address	Last Four Digits of Social Security Number	Points Earned this Calendar Year
Mark Suhr	1920 N. 4th Seward, NE 68434		52
James Kimsey	251 Shannon Rd. Seward, NE 68434		69
Lisa Kimsey	251 Shannon Rd. Seward, NE 68434		68
Tami Svehla	355 Cherry Lane Seward, NE 68434		64
Connie Languen	2980 Holdrege Rd. Seward, NE 68434		72
Landon Dirks	555 S. Evergreen Seward, NE 68434		62
Kelby Nitz	441 Bader Ave Seward, NE 68434		52
Kent Auman	237 E. Bradford Seward, NE 68434		69
Jeff Neihardt	146 N. 3rd Seward, NE 68434		55
Travis Pollak	1112 Fairlane Seward, NE 68434		64
Tyler Dickinson	3354 McKelvie Rd. Seward, NE 68434		67
Taylor Hoffmann	131 N. 1st Seward, NE 68434		55
Thomas Suhr	2235 Star St. Seward, NE 68434		51
Dan Molsen	420 N. 5th Seward, NE 68434		60
Zach Pilfold	231 N. 1st #3 Seward, NE 68434		50
Nick Blair	424 N. 4th #6 Seward, NE 68434		55
Jensen Schulz	309 S. 5th #8 Seward, NE 68434		50

I hereby certify and declare under penalties of law that the individuals listed above (and on attached lists, if necessary) have met the minimum requirements (50 points or more) for the listed calendar year and have qualified as active members of the volunteer emergency responder unit, rescue squad unit, or firefighter unit identified above, and were not paid an hourly wage for their emergency responder duties.

**sign here**

  
Signature of Confirmed and Approved Certification Administrator

**Connie Languen**  
Printed Name

**clanguen@yahoo.com**  
Email Address

**1/10/2022**  
Date

**402-643-1995**  
Daytime Phone

Submit this certification to the Volunteer Emergency Responders web page at [revenue.nebraska.gov](http://revenue.nebraska.gov) or mail to:  
**Nebraska Department of Revenue, PO Box 94609, Lincoln, NE 68509-4609.**

3. Resolution Prohibiting Parking on North Side of Lincoln Street, Between 6th and 9th Street, During Snow Conditions- City Administrator Butcher

RESOLUTION NO. 2022-3

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

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

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

1. The parking of motor vehicles shall be prohibited when snow removal conditions exist, streets are snow covered, and no vehicles shall be parked or permitted to stand or stop, whether attended or unattended at any time during the day or night on the following described areas or portions of streets, to-wit:

a. The north side of Lincoln Street, west of 6<sup>th</sup> Street intersection and east of 9<sup>th</sup> Street intersection.

2. All previous resolutions in conflict with this resolution as they relate of the above described area or portion of street are hereby revoked.

3. Appropriate signs or markings shall be placed limiting and prohibiting parking at appropriate locations in accordance with this resolution.

Dated: 18th day of January, 2022

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann  
City Clerk

**NO  
PARKING**

**WHEN  
ROAD  
IS SNOW  
COVERED**

**NO  
PARKING**

**WHEN  
SNOW REMOVAL  
CONDITIONS  
EXIST**

4. Resolution Placing ADA Parking Stalls along West Side of 5th Street, Between Main Street and Seward Street, Along the Courthouse Square - City Administrator Butcher

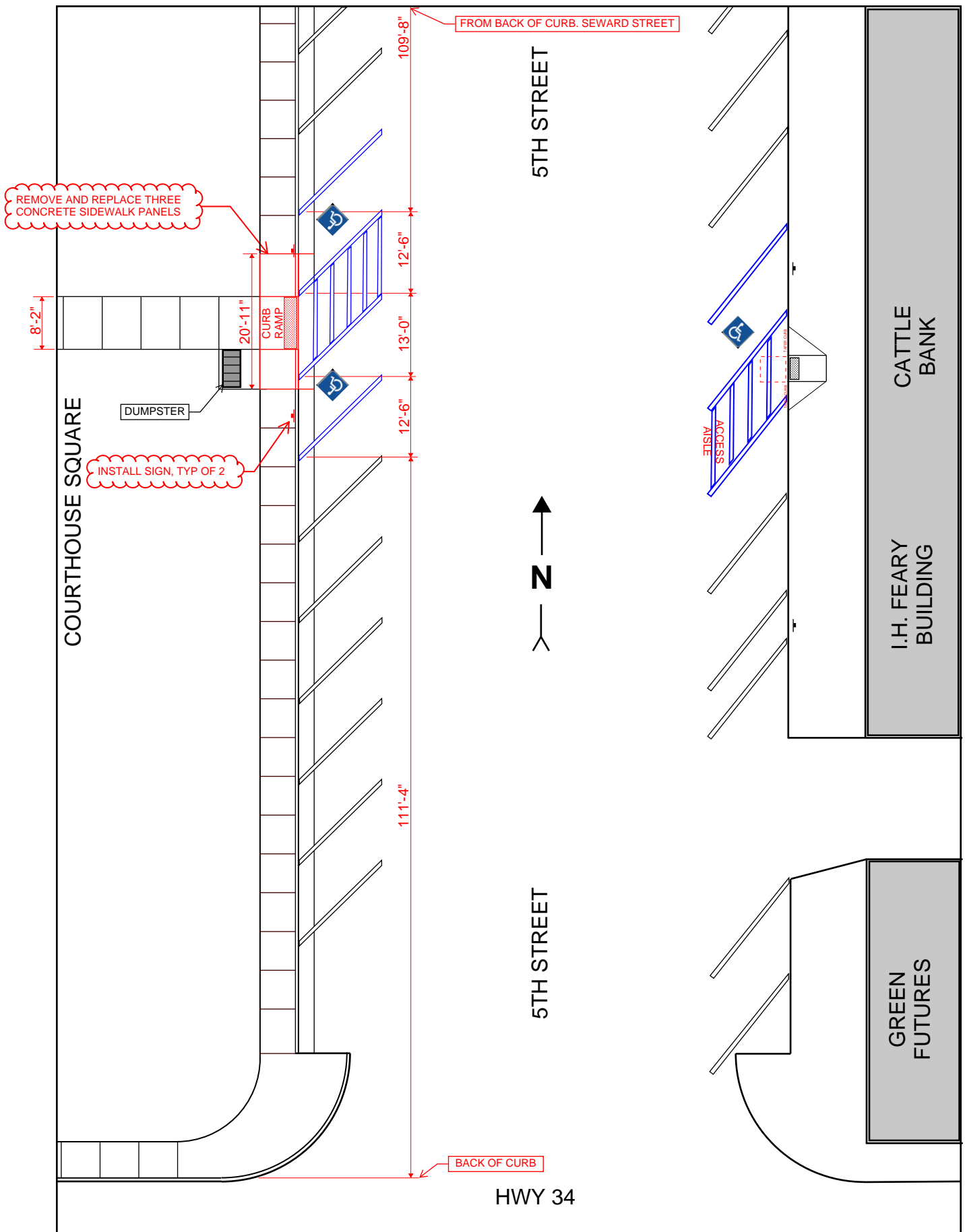


Figure 1. Proposal to create two ADA-compliant handicapped parking stalls on the east side of the Seward County Courthouse square.

RESOLUTION NO. 2022-4

WHEREAS, Section 382-4.4 of the City Code of the City of Seward, Nebraska provides that the City may designate parking spaces for the exclusive use of handicapped or disabled persons whose vehicles display the distinguishing license plate or permit issued to such individuals pursuant to Neb. Rev. Stat. Sections 60-3113 to 60-3,113.08, such other handicapped or disabled persons as certified by the Governing Body whose vehicles display such identification as determined by the Department of Motor Vehicles, and such other motor vehicles as certified by the Governing Body which display such identification, and

WHEREAS, it is necessary or desirable to designate parking spaces for the exclusive use of handicapped or disabled persons at the location hereinafter designated in the City of Seward, Nebraska:

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

1. No vehicle shall be parked or permitted to stand or stop, whether attended or unattended at any time at the following locations except those designated and used exclusively for handicapped or disabled persons:

- a. Two (2) diagonal parking spaces eight feet (8') in width, with an eight foot (8') walkway located on the west side of 5th Street, beginning one hundred eleven feet four inches (111'4") north of the curb line of Main Street (Highway 34) at the northwest corner of the intersection of said 5th and Main Streets, thence extending north, as depicted on the attached "Figure 1".

2. The above designated parking spaces shall be indicated by a sign which is in conformance with the most current edition of the Highway Administration Manual on Uniform Traffic Control Devices for streets and highways and such other appropriate lines and markings shall be placed at said locations as are authorized by the City Code of the City of Seward, Nebraska.

3. All previous resolutions in conflict with the resolution as they relate to the above described locations are hereby revoked.

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 2022

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann  
City Clerk

5. Consideration of a Resolution Approving Supplemental Agreement No. 5 with The Schemmer Associates, Inc. for Preliminary Engineering Services on the Seward Trail Project - NDOR ENH-80(33) - City Administrator Butcher

**RESOLUTION**

**PRELIMINARY ENGINEERING SERVICES AGREEMENT  
SUPPLEMENTAL AGREEMENT NO. 5 – BK1313**

CITY OF SEWARD

Resolution No. 2022-5

**Whereas:** City of Seward and The Schemmer Associates, Inc. have previously executed a Preliminary Engineering Services Agreement (BK1313) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

**Whereas:** City of Seward understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

**Whereas:** City of Seward and The Schemmer Associates, Inc. wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Seward, Nebraska that:

Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 5 between the City of Seward and The Schemmer Associates, Inc.

NDOT Project Number: ENH-80(33)

NDOT Control Number: 13225

NDOT Project Description: Seward Trail

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.

The City Council of City of Seward, Nebraska:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature City Clerk

Agreement No.	BK1313-005
Effective (NTP) Date	
Supplement Amount	\$408,951.19
Total Agreement Amount	CPFF \$839,344.66

**PROFESSIONAL SERVICES AGREEMENT**  
**SUPPLEMENT NO. 5**  
**PRELIMINARY ENGINEERING SERVICES**

CITY OF SEWARD  
THE SCHEMMER ASSOCIATES, INC.  
PROJECT NO. ENH-80(33)  
CONTROL NO. 13225  
SEWARD TRAIL

**THIS SUPPLEMENTAL AGREEMENT** is between the City of Seward ("LPA") and The Schemmer Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on April 17, 2013 for Consultant to provide Preliminary Engineering Services for LPA's project, and

- (1) Supplemental Agreement #1 executed by LPA on June 17, 2014;
- (2) Supplemental Agreement #2 executed by LPA on August 4, 2015;
- (3) Supplemental Agreement #3 executed by LPA on May 5, 2016;
- (4) Supplemental Agreement #4 executed by LPA on November 7, 2017 for Consultant to provide Preliminary Engineering Services for LPA's project, and

**WHEREAS**, it is necessary that Preliminary Engineering Services as outlined in Exhibits "A" and "B" be added under this Supplemental Agreement, and

**WHEREAS**, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. ENH-80(33) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "C" and incorporated herein by this reference.

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services, and Exhibit "B", Consultants Fee Proposal, attached and incorporated herein by this reference.

**SECTION 2. NOTICE TO PROCEED AND COMPLETION**

- 2.1 State will issue Consultant a written Notice-to-Proceed upon full execution of this Supplemental Agreement. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreements #1-4, and this Supplemental Agreement by September 28, 2023.

**SECTION 3. FEES AND PAYMENTS**

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplements #1-4, is hereby further amended in accordance with Exhibit “B” so that the fixed-fee-for-profit is increased from \$46,806.00 to \$82,585.81, an increase of \$35,779.81. Actual costs are increased from \$383,587.47 to \$756,758.85, an increase of \$373,171.38. The total agreement amount is increased from \$430,393.47 to \$839,344.66, an increase of \$408,951.19, which Consultant must not exceed without the prior written approval of LPA.

**SECTION 4. CONFIDENTIAL INFORMATION**

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

**SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION**

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

**SECTION 6. CERTIFICATION BY LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 7. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

**IN WITNESS WHEREOF**, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by the Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE SCHEMMER ASSOCIATES, INC.  
Stephen D. Kathol, P.E.

\_\_\_\_\_  
Principal

STATE OF NEBRASKA)  
  )ss.  
DOUGLAS COUNTY    )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF SEWARD  
Joshua Eickmeier

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_  
Date

## **EXHIBIT "A"**

### **Scope of Services**

**Project Name Seward Trail**

**Project No. ENH-80(33)**

**CN: 13225**

**Supplemental Engineering Design Services**

**Supplemental Agreement #5**

**December, 2021**

### **PROJECT DESCRIPTION**

The scope of services for this project involves engineering design services required to produce final construction plans and specifications for the following:

Project description: Seward Trail

The project will include the following: survey, right-of-way survey, final box culvert design, roadway design, right-of-way design plans and opinion of probable cost.

### **TASKS AND TASK ASSIGNMENTS**

Projects located in the jurisdictional area of the Metropolitan Area Planning Agency, Omaha (MAPA) and a Responsible Charge (RC) who is an employee of the respective Local Public Agency will manage the jurisdictional area of Lincoln City Lancaster County (LCLC). Projects located outside of MAPA and a RC who is an employee of the Nebraska Department of Transportation (NDOT) will manage the project.

It is anticipated the project will require the following major tasks:

- a. Environmental Documents and coordination (Design Consultant/NEPA Consultant)
- b. Project Management and Quality Control
- c. Preliminary Field Survey
- d. Right of Way Survey
- e. Roadway Design (including Right-of-Way Design)
- f. Hydrology and Hydraulic Design
- g. Bridge Design and Concrete Box Culvert Design.
- h. When NDOT is the Responsible Charge (RC) the National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by the NDOT's Roadside Stabilization Unit. The erosion control plans will be designed by the Design Consultant. NDOT's Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.
- i. PS&E Submittals

- j. Project Meetings (Kick off meeting, Progress, Plan in Hand (PIH) meeting and Utility meeting)
- k. Public Involvement
- l. Geological Studies

**APPLICABLE PUBLICATIONS**

**Overview:** Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT Website.

- 1) LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009
- 2) A Policy on Geometric Design of Highways and Streets 2011 (AASHTO)
- 3) Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
- 4) Manual on Uniform Traffic Control Devices (FHWA), 2009 Edition
- 5) MUTCD - Nebraska 2011 Supplement to the MUTCD
- 6) Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
- 7) Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual
- 8) Roadside Design Guide, 2011 (AASHTO)
- 9) Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)
- 10) NDOT Hydraulic Analysis Guidelines for Consultant
- 11) NDOT Roadway Design Manual & Drainage Design and Erosion Control Manual
- 12) Bridge Office Policies and Procedures Manual
- 13) Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)
- 14) The NDOT Right-of-Way Manual.
- 15) Evidencing Nebraska Land Titles (Nebraska Land Title Association)
- 16) So you Want Access to the Highway (March 2008)

**SOFTWARE AND EQUIPMENT REQUIREMENTS**

- 1. The Consultant’s design and drafting software and design files must be compatible with NDOT’s design and drafting software. Information on NDOT’s design protocol can be found on NDOT’s website on the Roadway Design page; <http://roads.nebraska.gov/business-center/design-consultant/>.
- 2. The Consultant’s design must be accomplished using the design software GEOPAK version SS4 or later but no later than that in use by NDOT. The consultant’s design must follow NDOT’s drafting procedures, guidelines, and file naming convention

using the appropriate version of MicroStation dgn. Format CAD software. Consultant's use of an earlier version of GEOPAK OpenRoads may be approved for specific activities with written permission of NDOT and at NDOT's sole discretion.

3. In many cases, projects will require that a 3D model be generated using GEOPAK OpenRoads technology.
4. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
5. The Consultant will provide all software and computer equipment required to complete the work including any analysis software required to perform the bridge design work.
6. The Consultant is required to complete work (CAD/Geopak files) within the ProjectWise environment. All project document submittals (non CAD/Geopak) are to be uploaded into OnBase. Modeling files to be located within ProjectWise.

### **EXPECTATIONS FOR THE DELIVERABLES**

1. The consultant shall provide to NDOT acceptable final plans, specifications and estimates (PS&E) for use in a bid letting and construction of the project. The Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act. Consultant shall also provide to NDOT all applicable supporting documentation and reports as described in the Task Order.
2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and specifications as listed in the Qualifications, Knowledge and Experience section, paragraph B.
3. Consultant shall submit to the NDOT roadway design plans at the following stages, when applicable: before the plan-in-hand field inspection, before public meetings, at 90% completion stage, and final PS&E package. Deliverables must be completed and submitted in accordance with the schedule set out in the Task Order.
4. Deliverables must be submitted in hard copy and electronic form as outlined in the Task Order.
5. Submittals will be reviewed and approved by NDOT. Consultant shall address all issues raised by NDOT's review and make all necessary changes to the work.

### **DESIGN PLAN PREPARATION AND ASSEMBLY**

**Overview.** These tasks are to develop design plans and assembly of design plans of items not shown in the Roadway Design section. Items to be included, but not limited to, can be found in the NDOT Roadway Design Manual under Highway Plans Assembly. These are the plans which will be let to contract, therefore, plans should be thoroughly checked for completeness, accuracy, and formatting by the design technician, the roadway designer and other contributing parties.

**Drafting Procedures.** Consultants using MicroStation will follow the State's CADD drafting procedures and guidelines in preparing plans. File names must follow the

State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines.

NDOT's CADD drafting standards do not apply for projects developed in AutoCAD, however, the Consultant shall make an effort to follow the State's CADD drafting procedures and guidelines in preparing plans.

### **Format of Project Plans**

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 20' and "2L" (enlarged detail) sheets on a scale of 1" = 50' (rural) or 1" = 20' (urban).
2. All full-sized plan sheets must be approximately 24" x 36". The border sheet information is on NDOT's website. All half-size plan sheets must be on 11" x 17" paper.
3. Any materials submitted to the State by the Consultant must be on equivalent to white bond.
4. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
5. The Consultants shall follow the State's CADD Drafting procedures and guidelines in preparing the project plans.
  - a. Sheets must be set up according to the State's procedures.
  - b. File names must follow the State's CADD naming convention.
  - c. Line weights, line styles, text size and leveling must follow the State's guidelines.
6. The CADD files must also conform to the following standards and conventions:
  - (a) Working units must be:
    1. Master Units = Survey Feet (sf)
    2. Sub Units = inches (in)
    3. Resolution = 1000 per survey foot
    4. Accuracy = 0.1234
    5. Working Area = 813.442402 miles
  - (b) The Consultant shall tie the project into the State Plane Coordinate System using NAD 1983 for horizontal control. Consultant shall coordinate with the Geodetic Survey office for the Project Datum Adjustment Factor (DAF). Prepare all topography information in a MicroStation. Line weights, line styles, text sizes and leveling will follow NDOT's guidelines

### **Format of cross-sections**

1. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
2. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
3. Stamp or plot in the upper right corner of each sheet the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H & V, or 1" = 20'H & V.

4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
6. Cut cross-sections at 100 foot intervals (maximum) and at other locations as needed.
7. Plot a cross-section at each location when there may be a drainage structure needed and at driveways, intersections or other unusual features.
8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
9. Plot drainage structure cross-sections at the following scales:
  - (a) Storm Sewer 1" = 10' H & V.
  - (b) Roadway Culverts 1" = 10' H & V.
10. Plot computer roadway cross-sections in the following manner:
  - (a) Plot original ground with a dashed line.
  - (b) Plot design template with a solid line.
11. Plan Sheets. The consultant will refer to NDOT Roadway Design Manual for a complete list of plans sheets to be included in the plan set. The Consultant will develop special plans. Standard plans are not included with the plan set, but a current up to date list of Standard Plans used for the project will be included to be placed on the Title Sheet.

## **The State/LPA Shall Provide:**

### **PRELIMINARY ITEMS**

1. As-built or design plans of the existing and adjacent roadways (if available).
2. Existing work already completed including traffic study, geotechnical report, and survey.
3. Any drainage studies completed in the area (if available).
4. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
5. Electronic files of current aerial photographs (if available).
6. Existing cadastral maps, plat maps, etc. electronic right-of-way files of the project area (if available).
7. Traffic count information. (NDOT)
8. Crash history for study corridor. (NDOT)
9. Detour route.
10. Section Corner Ties to corner monuments.
11. Existing benchmark information.
12. ROW negotiations and acquisitions.
13. Permit to occupy ROW (NDOT Form 19)
14. Local Public Agency (LPA) Project Programming Request (NDOT Form 530)
15. Probable Class of NEPA Action (NDOT 53) Form.

## **Consultant Shall Provide:**

## PROJECT MANAGEMENT AND QUALITY CONTROL

**Coordination of Design Professional and Scheduling.** The Consultant Project Manager will serve as point of contact, maintain project schedule and coordinate work of sub-Consultants

1. **Project Management.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.
2. **Project Description/ Purpose and Need:** NDOT will develop the Project Description and Purpose and Need statements for the project (NDOT Form 530). The Consultant shall work with the NDOT and the NEPA Consultant when updates or corrections are needed.
3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will provide a copy of their QA/QC plan to the RC at the start of the project. The Consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.

## MEETINGS

1. ~~**Owner Meetings.** Consultant will meet with County/City Representatives, kick off meeting \_\_\_\_\_, review preliminary meeting(s) \_\_\_\_\_ and \_\_\_\_\_ final drawing meeting(s).~~
2. ~~**Plan In-Hand Meeting/Report.** The Consultant will schedule and attend a plan-in-hand meeting to review the thirty (30) percent roadway design plans. Consultant to prepare plan in hand report. (On-site meeting)~~
3. ~~**LPA/NDOT Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities. The consultant should anticipate \_\_\_\_\_ meetings. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes~~
4. ~~**Meetings with Utilities.** \_\_\_\_\_ Utility review meetings will be scheduled. Effort is also included for coordination via the phone and up to \_\_\_\_\_ total one on one meetings with affected utilities.~~
5. **Public Involvement Planning Meetings** See section on Public Involvement.

6. **Key Stakeholder Outreach** See section on Public Involvement.
7. **City Council/County Board** At the request of the RC/PL, the Consultant will attend 0 pre-council/board meetings and 1 council/board meetings to report on project progress and answer council/board member questions.
8. **Open Houses** See section on Public Involvement.
9. **One-on-One, Small Group Meetings** See section on Public Involvement.

## Survey

1) **Preliminary Field Survey.** The topographic survey will be completed by the design consultant for the project corridor in accordance with current NDOT survey specifications. The design consultant will perform the necessary topographical ground survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross-sections and profiles. A topographical survey will be performed using GPS and electronic "Total Station" technology in MicroStation dgn. Format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. ~~The topographical survey will not include an exact and detailed tree count. The consultant will complete a site visit after LOC's are created noting the size, type and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted the limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information to build the proposed typical cross section and show the limits of construction. The survey limits will extend 500 feet before the start of the project and 500 feet beyond the end of the project. The topographic survey will extend along intersecting streets a minimum distance of 500 feet from roadway centerline.~~

Consultant will collect additional topographic survey totaling 1.7 miles at the locations in the attached figure. In addition, topographic survey for the wetland mitigation site will be needed. An approximate area of 1 acre is assumed at one location.

2) **Digital Terrain Model.** A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. ~~Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.~~

3) **Base Map Preparation.** Consultant will create the base maps using the topographic survey data.

4) **Horizontal and Vertical Control.** The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature.

a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.

b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.

5) **Section/Property Corners.** The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right-of-way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.

6) **Existing Utilities.** The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evident in the field and utility locator's markings. The project liaison will assist in providing utility locations and contact information.

7) **Note Reduction/Preliminary Plotting.** This task will include the effort for gathering data to create the existing topography file to use for preliminary design. Placing station offsets for all topographic items.

~~8. **PIH Staking the Right of Way.** For the PIH field visit the Consultant will stake new and existing right of way, assume \_\_\_\_\_ tract (s):~~

9. **Negotiations Staking the Right of Way.** During the negotiations, the Consultant will stake new and existing right of way, assume 11 tract (s).

~~10. **Staking Right of Way for Condemnation Hearing.** The Consultant will stake the new and existing right of way prior to the Condemnation Hearing so the Board of Appraiser's can view the proposed taking (to include temporary and permanent easements), assume 0 tract (s).~~

~~11. **Condemnation Plats.** The Consultant will prepare condemnation plats. The plat is a unique plan sheet showing the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plat(s) to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted, assume 0 tract (s).~~

~~12. **Condemnation Hearings.** The Engineer is to attend the Condemnation Hearing to provide an expert opinion regarding the need for the taking, assume 0 tract (s).~~

ROW staking should be done to clearly and accurately represent on the ground the information that is illustrated on the ROW plans. When a tract requires ROW staking the following items should be staked:

1. Existing ROW
2. Existing Control of Access.
3. Existing Control of Access Breaks.
4. Existing Permanent Easements (except utility easements are generally not staked).
5. New ROW
6. New Permanent Easements
7. New Temporary Easements.
8. New Control of Access Breaks

For each line the ROW staking should at a minimum include the staking of points at the following;

1. The ends of each line.
2. Their intersection with a property line.
3. Their intersection with lot lines, section, quarter section line, etc.
4. Any deflection points within the line (turn points).
5. If a line involves a long straight run interim stakes along the line should be placed as needed to clearly denote the line in the field.
6. Any critical points along a line such as the portion coming close to a significant feature such as a structure, center-pivot, well, etc.
7. The stakes should be clearly visible in the field and denote the type of line(s) it is representing. Information to be included on the stakes include.
8. A color identification (surveyors tape and/or paint) unique to the type of line. Generally Orange for ROW and Yellow - Green for easements.
9. The line designation (ROW, PE, TE, CA, etc.)
10. The distance to Centerline.
11. The Station

See NDOT's Construction Manual for additional ROW staking information

### **Preliminary Roadway and ROW Design (PIH/30%)**

~~**Overview.** The following task will be used to accomplish Roadway Design and in the development of design plans. This task includes roadway design services during the Plan in Hand phase.~~

~~The Design shall be in conformance to "Nebraska Minimum Design Standards" for New and Reconstructed Projects, 3R Standards (Resurfacing, Restoration and Rehabilitation) and the "NDOT, Standard Specifications for Highway Construction". Reference to local standard plans and specifications is not allowed, those plans and specifications must be included within the PS&E package as special plan sheets or special provisions.~~

~~The consultant is to make every effort to use NDOT standard items, standard plans and products from the NDOT approved product list in the design of the project. Items unique to the project, not on the standard item list will need a special provision stating the method of construction, the unit of measure and method of payment. Specialty items not on the approved product list will require the consultant to provide a list of 3 or more products/suppliers and an "or approved equal statement". Approval by both NDOT and FHWA is needed before the item may be incorporated in the project.~~

1. ~~**Complete Form DR-76.** Roadway Design – Principal Controlling Design Criteria. After Form DR-76 has been completed send a copy to Local Projects Section (LPS) of NDOT with a request any design exceptions or relaxations that may be needed.~~
2. ~~**Data Collection and Review.** For gathering, reviewing and organizing data for the project. Determining design criteria will also be included with this task.~~
3. **Roadway Horizontal Alignment.** This task includes the design and drafting of the horizontal alignments(s). Task includes creation of the Control Point/PI/Curve Data 2-H sheet(s); the Consultant will create 2-H Horizontal Alignment and Orientation on any design alignments. Consultant will update the horizontal alignment which will update the stationing from approximately the fairgrounds north and east to the end of the project.
4. **Roadway Vertical Alignment.** This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s). Consultant will design a vertical profile for the new trail alignment and update the profile to the new stationing for the remainder of the project.
5. **Template Roadway Cross Sections.** Develop the design templates necessary to template the cross sections, including design of special ditches. Consultant will update the cross-section template along the new trail alignment and incorporate special ditches as necessary.
6. **Limits of Construction.** This task includes efforts to create LOCs for the project. The Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements. Consultant will update the limits of construction based on the new trail alignment.
7. **Earthwork.** Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail and any other cause for earthwork. Calculate earthwork quantities and produce earthwork summary and plan notes. Consultant will update the earthwork quantities based on the new horizontal alignment.
8. **Roadway Geometric Design.** This task includes the geometric design of all Roadway alignments, intersections, driveways, parking lot reconstruction, sidewalks, and pavement transitions, which includes setting up all the geometric sheets for the project

and labeling. Consultant will update the geometric sheets based on the new horizontal alignment.

9. **Storm Sewer and Drainage:** ~~This task includes hydrologic and hydraulic analysis for design of the new storm sewer system for the new and reconstruction portion of the project. This would include hydrologic review to determine drainage areas and discharges to the roadways for multiple storm events; development of a hydraulic model; identification of outlet storm sewers or drainage ways; and required improvements to outlet storm sewers or drainage ways necessary to drain the reconstructed highway. The storm sewer design will review the 10-year storm event to determine if a reasonable and practical storm sewer system can be provided to meet the current criteria. If it is determined that it is not practical to meet a 10-year storm event, a practical design approach will be used to determine a reasonable design that meets or exceeds the capacity required to convey a 2-year design storm. The design of the storm sewer will be developed in a manner to accommodate phased construction of the project that will maintain existing roadway drainage while providing outlets for the new storm sewer being constructed. This work also includes of drainage plans and storm sewer profiles. Storm sewer design will be based upon the new and reconstruction urban segment.~~
  
10. **Roadway and Driveway Culverts.** This task is for roadway and driveway culverts and includes the preparation of a drainage map outlining all drainage areas and completion of the following for each area. NDOT's Pipe Policy will be followed.
  - a. Compute area size and Q.
  - b. Determine allowable H.W.
  - c. Size culvert and compute H.W.
  - d. Using design cross sections, determine length of culvert.
  - e. For each culvert, show the Station, D.A., Q., H.W., Size and Length.
  - f. Determine location of new/existing culverts with special ditch locations
  - g. Draft culvert build notes
  
11. **Construction and Removal.** Development of Construction and Removal notes detailing construction and removal items not specifically identified elsewhere in this scope. NDOT CAD standards and construction/removal notes/tabs are to be used. The Consultant will update the construction and removal items due to the new horizontal alignment and new stationing. Updates will also include signing and striping modifications.
  
12. **Utility Coordination/Verification.** The Consultant will draft utilities on the plans that were not included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. ~~In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary 30% Plan In Hand plans and prepare NDOT Standard Utility contracts and pole tab sheets. (LPA is responsible to coordinate utility agreement negotiations with utilities).~~  
**Construction Phasing/Detour Route/Temporary Roads.** ~~The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for~~

~~highway and local traffic that may include detours and staging of construction. The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal.~~

13. **Erosion Control.** This task includes effort required to design and draft erosion control measures for the project. The consultant will submit the erosion control plans to the LPS of NDOT for review and concurrence by NDOT Roadside Stabilization Unit. Consultant will update the erosion control sheets incorporating the new horizontal alignment.
14. **Quantities/Estimates.** ~~Develop and tabulate all of the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and or the LPS of NDOT for all submittals; including Pre/Post Plan in Hand and Final Plans, using NDOT standard bid items, NDOT Project Information sheet (DR Form 342), and NDOT quantities forms (DR Form 343 and DR Form 355). In additions to these submittals, opinion of probable cost will be updated and submitted yearly (January 31) throughout the preliminary engineering and final design phases. Estimate of probable cost will be prepared by the Consultant using recent bid tabulations and other available information. If there is railroad involvement and it is determined that a theoretical opinion of probable cost is needed, this task will be added as a supplement to the agreement.~~
15. **Typical Sections.** ~~This includes design and drafting the typical cross sections and other details as needed for the project.~~
16. **2W/2A Sheets.** This task includes developing the aerial plan sheets from existing GIS information. This task will include effort to illustrate wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. Sheet based on GIS information provided by NDOT. Consultant will update the 2W/2A sheets incorporating the new horizontal alignment.
17. **Guardrail.** ~~This task includes effort to analyze potential guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project. Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide.~~
18. **Floodplain Permitting Identification.** This task includes the following:  
Determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.
19. **Floodplain Permit** if a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the

~~project and it is impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can per printed in either letter legal or leger size paper and found at the following website, <http://msc.fema.gov>. The LPA with assistance from the Consultant is to apply for the permit.~~

20. **Plan In Hand Meeting/Report.** ~~Schedule and attend a plan in hand meeting with the key stakeholders to review the thirty (30) percent roadway design plans. The Consultant will prepare and submit a draft Plan in Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design. The draft PIH report will be submitted and routed for review and comments. The consultant will address the comments (within 2 weeks) and submit the final PIH report.~~
21. **Working Day Calculations.** Working Days for construction activities will be calculated at the (30) percent plan stage and incorporated into the draft PIH report and updated at the (90) percent plan stage.
22. **Pavement Determination.** ~~The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement Determination Data Sheet (supplied by NDOT) shall be completed by the Consultant and included as part of the documentation~~
23. **SS4 Design Files Conversion to Open Roads Designer.** The Consultant shall convert the existing SS4 Geopak design files to the Open Roads Designer software.

### **Deliverables**

- a) Meeting Minutes for all meetings to be summarized and delivered/emailed to the Client, NDOT and applicable stakeholders within (2) days of meetings.
- b) Hydraulic Report and Data Sheet
- c) ~~Deliverables for the Plan in Hand Phase include:~~
  - i) ~~Preliminary Waterway Permit Data Sheet, DR Form 290~~
  - ii) ~~Erosion Control Plan in Hand Checklist, Exhibit G of the NDOT Roadway Design Process Outline(DPO), if applicable~~
  - iii) ~~FAA Form 7460-1 when applicable~~
  - iv) ~~Two half size set Plan in Hand Plans and corresponding electronic files~~
  - v) ~~Project Information Sheet, DR Form 342~~
  - vi) ~~Project Quantity Sheet, DR Form 343E~~
  - vii) ~~Draft Plan in Hand Report (pdf format and paper copy)~~
  - viii) ~~Plan in Hand plans with comments consolidated on one set~~
- d) ~~Final Plan in Hand Report (pdf format and paper copy)~~
- e) ~~Plans/display showing project in relation to mapped floodplains/floodways, if applicable~~

- f) ~~Opinion of Probable Construction Cost~~
- g) ~~Construction and working day estimates~~

~~Below is a list of plans to be included, but not limited to, in the Plan In Hand plan set and the order the plans are to be arranged in the plan set:~~

- a) ~~Title Sheet~~
- b) ~~Typical Section Sheet~~
- c) ~~2A Aerial Sheet~~
- d) ~~Centerline Control~~
- e) ~~2P Preliminary Phasing~~
- f) ~~2L Construction / Geometrics~~
- g) ~~2L Removal Plans~~
- h) ~~2L Storm Sewer/Culvert~~
- i) ~~P & P sheets~~
- j) ~~Special Plans Wall P&P Sheets, etc.~~
- k) ~~Cross Sections~~
- l) ~~Right of Way Ownership Plans~~

**Functional Plans (60%)**

1. **Functional plans** incorporate review comments needing revisions identified during the plan in hand and serves as a mid-point check of the design (60% complete).
  
2. **Quantity estimates** the Consultant shall prepare quantity estimates, (DR-342, 343E) for all construction and removal items on the plans and submit them to the RC. After the review of the functional plans, the LPD Project Coordinator and approval of the environmental documentation by NDOT and FHWA the Project Coordinator will issue a notice to proceed with final design.
  
3. **Sixty percent plan submittal** the following plans with the limits of construction are to be submitted to the LPD Project Coordinator at the completion of the functional design. Below is the order the plans are to be arranged in the plan set.

One half-size set. Plans sets shall have the following applicable sheets with updated sheet numbering following current NDOT numbering convention:

- a. Preliminary Title Sheet (by Consultant)
- b. Title Sheet (Prepared by NDOT PS&E)
- c. Typical Cross-Section Sheets (2-T)
- d. Summary of Quantities Sheet (Prepared by NDOT PS&E)
- e. ~~Summary Of Soil and Materials Information (2K)~~
- f. Wetland Sheets (2W)
- g. ~~Aerial Photo Sheets (2A)~~
- h. Horizontal/Vertical Control Sheets (2H)
- i. General Notes Sheet (2N)
- j. ~~Construction Phasing Plans (2P)~~

- k. Geometric Sheets (2L)
- ~~l. Joints and Grades Sheets (2L)~~
- ~~m. Storm Drainage Plan and Profile Sheets (2L)~~
- n. Construction and Removal Sheets (2L)
- o. Sediment and Erosion Control Sheets (2L)
- p. Roadway Plan and Profile Sheets (Start with sheet 3)
- q. Traffic Control Sheets
- r. Pavement Marking & Signing Sheets (on Construction and Removal Sheets)
- ~~s. Lighting Plan Sheets~~
- ~~t. Landscaping Plan Sheets~~
- u. Earthwork Data Sheets
- v. Culvert/Channel Cross-Section Sheets
- w. Bridge (SP-)
- x. Detail Sheets (SP-)
- ~~y. Retaining Wall Plan and Profile Sheets (SP-)~~
- ~~z. Retaining Wall Details (SP-)~~
- ~~aa. Wastewater Plan and Profile Sheets (SP-)~~
- ~~bb. Water Main Plan and Profile Sheets (SP-)~~
- ~~cc. Traffic Signal Plan Sheets (SP-)~~
- dd. Right of Way Title Sheet (R-1)
- ee. Right of Way Summary Sheet (R-2)
- ff. Right-of-Way Plans (R-)
- gg. Roadway Cross-Section Sheets (X-)

Upon completion of the LPD Project Coordinator's review and the ROW Division's Project Coordinator's review of the ROW plans. The LPD Project Coordinator will issue notice to proceed with development of the draft PS&E package.

**Draft PS&E Submittal (90%) plan review**

Overview, upon receipt of the 90% plans on projects NDOT has assumed the duties of the Responsible Charge (typically projects located outside of MAPA and LCLC) the NDOT's Right of Way Division will prepare the ROW Cost Estimate.

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the 60% review.
2. **Opinion of probable construction cost** the consultant is to prepare an updated opinion of probable cost the consultant shall prepare an updated total estimate of quantities and opinion of probable cost (DR-342, and 343E) for all construction and removal items on the plans.
3. **Draft PS&E package submittal** the Consultant shall submit a draft PS&E package, to the Project Liaison and NDOT Project Coordinator for final review. The

package will include the plan set, special provisions, and total project quantities. The 90% submittal shall include the following. Below is the order the plans are to be arranged in the plan set:

One half-size set. Plans sets shall have the following applicable sheets

1. Preliminary Title Sheet (by Consultant)
2. Title Sheet (Prepared by NDOT PS&E)
3. Typical Cross-Section Sheets (2-T)
4. Summary of Quantities Sheet (Prepared by NDOT PS&E)
5. Summary Of Soil and Materials Information (2K)
6. Wetland Sheets (2W)
7. ~~Aerial Photo Sheets (2A)~~
8. Horizontal/Vertical Control Sheets (2H)
9. General Notes Sheet (2N)
10. ~~Construction Phasing Plans (2P)~~
11. Geometric Sheets (2L)
12. ~~Joints and Grades Sheets (2L)~~
13. ~~Storm Drainage Plan and Profile Sheets (2L)~~
14. Construction and Removal Sheets (2L)
15. Sediment and Erosion Control Sheets (2L)
16. Roadway Plan and Profile Sheets (Start with sheet 3)
17. Traffic Control Sheets
18. Pavement Marking & Signing Sheets (on Construction and Removal Sheets)
19. ~~Lighting Plan Sheets~~
20. ~~Landscaping Plan Sheets~~
21. Earthwork Data Sheets
22. Culvert/Channel Cross-Section Sheets
23. Bridge (SP-)
24. Detail Sheets (SP-)
25. ~~Retaining Wall Plan and Profile Sheets (SP-)~~
26. ~~Retaining Wall Details (SP-)~~
27. ~~Wastewater Plan and Profile Sheets (SP-)~~
28. ~~Water Main Plan and Profile Sheets (SP-)~~
29. ~~Traffic Signal Plan Sheets (SP-)~~
30. Right of Way Title Sheet (R-1)
31. Right of Way Summary Sheet (R-2)
32. Right-of-Way Plans (R-)
33. Roadway Cross-Section Sheets (X-)
34. Project Information Sheet, DR Form 342
35. Project Quantity Sheet, DR Form 343E
36. Summary of Quantity Sheets, DR Form 355
37. ~~Guardrail Summary, DR Form 195~~
38. ~~Summary of Quantities and Locations of Surfaced Driveways/Intersections~~
39. Table of Drainage Summary Items, "Horse blankets"

- ~~40. Length Sheet, DR Form 415~~
- 41. PS&E Required Sheet, DR Form 263
- ~~42. Grading Item Summary, DR Form 64E~~
- 43. Special provisions
- 44. Standard Plan listing
- 45. Special Plan listing
- 46. Opinion of Probable Construction Cost
- 47. Right of Way Cost Estimate
- 48. Environmental re-evaluation
- ~~49. Certification of Compliance, BR Form 366~~
- 50. Floodplain Certification and Permit (If applicable)
- 51. Construction and working day estimates

Railroad insurance If applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50 feet line but within the railroad right of way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad right of way will require the Contractor to carry regular Contractor's Public Liability and Property Damage Insurance.

The 90% plans represent the final design of the project. **The only revisions to the 90% plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts or revisions requested by an affected railroad.**

### **Final PS&E Submittal/Blue Line Corrections**

1. **Final PS&E Submittal.** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the NDOT Project Coordinator for the final PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:
  - ~~a. Electronic Plan Data for the Contractor:~~
  - ~~b. Slope staking information at locations where grading is to be completed to flatten slopes, construct guardrail and mailbox turnouts, and construct new erosion control curb and flumes. The Consultant shall provide the State with samples of these items for approval of the formats and information. Final construction information to be submitted as directed by the NDOT Project Coordinator.~~
  - ~~c. Subgrade and finish grade information for new construction (previously blue tops and paving grades).~~
  
2. **Address comments or questions** during PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review. And

making corrections per PS&E Comments (not to include errors or omissions), this includes corrections based on PS&E comments that make the plans biddable.

3. **Electronic CADD files** after PS&E corrections, the Consultant shall upload all electronic CADD files and a DVD. The following should also be included:

- a. Documentation File (metadata about the files provided, descriptions, etc.)
- b. CADD Files (\*.DGN format)
  - 1) Alignment File(s), GPK file
  - 2) Roadway Design Feature File(s)
  - 3) ROW Feature File, if applicable
  - 4) Wetlands Feature File
  - 5) ~~Topography Cross Sections (when available)~~
  - 6) ~~3D Design Break-line file~~
- c. ~~Alignment Data~~
  - 1) ~~LandXML Format~~
- d. ~~Machine Control Surface Model files (LandXML format)~~
  - 1) ~~Existing Ground~~
  - 2) ~~Proposed Finished Grade~~
  - 3) ~~Proposed Grading Surface~~
- e. ~~Super-elevation Transition Diagrams~~
- i. ~~Super Diagram or Word Document~~

4. ~~Temporary erosion control~~ after PS&E corrections are complete, the Consultant shall produce temporary erosion control worksheets and submit them in electronic form and as half-sized plan sheets, along with the signed and dated plans. The temporary erosion control sheets must include the following items:

- a. ~~Topography~~
- b. ~~New Design (does not include temporary erosion control design)~~
- c. ~~New Drainage~~
- d. ~~Wetlands and Legend~~
- e. ~~Ditches with slopes and arrows~~
- f. ~~Limits of Construction lines~~
- g. ~~Restricted Areas~~
- h. ~~Contours (Attach the contour file with a "c1" logical name) (Only show contours if there are design contours. This would occur on reconstruction projects, not overlays)~~
- i. ~~ROW. (If possible) (legend cell: tempeclegend — change the legend to match the ROW lines used on your project)~~

5. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).

6. ~~SWPPP~~ When required by the NPDES Construction Stormwater Permit, the Consultant shall provide a Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP must be developed using NDOT's SWPPP template

~~that will be provided by the Roadside Stabilization Unit. The Roadside Stabilization Unit will complete a redline review of the SWPPP and Erosion Control Plans. The Consultant shall incorporate comments received from the Roadside Stabilization Unit prior to delivery of the final documents.~~

7. **QA/QC** This includes an internal review by the consultant of any sheets resubmitted to NDOT.
8. **Letting Task**
  - a. Answering questions received from Contractors during Letting Phase
  - b. Supplying Information to NDOT for preparing addendums
  - c. Shop drawing review/approvals

#### **DELIVERABLES FOR FINAL PLANS (PS&E) PHASE INCLUDE**

- ~~a. Revised Waterway Permit Data Sheet, DR Form 290~~
- b. Floodplain Certification Package
- ~~c. Concrete Box Culvert Request Sheet, DR Form 67~~
- d. Opinion of Probable Construction Cost
- e. Two half-size set and one full-size set of Final Plans and corresponding electronic files (stamped and signed and preliminary stamp removed). Plans sets shall have the following applicable sheets. Below is the order the plans are to be arranged in the plan set.  
Preliminary Title Sheet (by Consultant)
- f. Title Sheet (Prepared by NDOT PS&E)
- g. Typical Cross-Section Sheets (2-T)
- h. Summary of Quantities Sheet (Prepared by NDOT PS&E)
- ~~i. Summary Of Soil and Materials Information (2K)~~
- j. Wetland Sheets (2W)
- ~~k. Aerial Photo Sheets (2A)~~
- l. Horizontal/Vertical Control Sheets (2H)
- m. General Notes Sheet (2N)
- ~~n. Construction Phasing Plans (2P)~~
- o. Geometric Sheets (2L)
- ~~p. Joints and Grades Sheets (2L)~~
- ~~q. Storm Drainage Plan and Profile Sheets (2L)~~
- r. Construction and Removal Sheets (2L)
- s. Sediment and Erosion Control Sheets (2L)
- t. Roadway Plan and Profile Sheets (Start with sheet 3)
- u. Traffic Control Sheets
- v. Pavement Marking & Signing Sheets (On Construction and Removal Sheets)
- ~~w. Lighting Plan Sheets~~
- ~~x. Landscaping Plan Sheets~~
- y. Earthwork Data Sheets
- z. Culvert/Channel Cross-Section Sheets
- aa. Bridge (SP-)

- bb. Detail Sheets (SP-)
- ~~cc. Retaining Wall Plan and Profile Sheets (SP-)~~
- ~~dd. Retaining Wall Details (SP-)~~
- ~~ee. Wastewater Plan and Profile Sheets (SP-)~~
- ~~ff. Water Main Plan and Profile Sheets (SP-)~~
- ~~gg. Traffic Signal Plan Sheets (SP-)~~
- hh. Right of Way Title Sheet (R-1)
- ii. Right of Way Summary Sheet (R-2)
- jj. Right-of-Way Plans (R-)
- kk. Roadway Cross-Section Sheets (X-)
- ll. Project Information Sheet, DR Form 342
- mm. Project Quantity Sheet, DR Form 343E
- nn. Summary of Quantity Sheets, DR Form 355
- ~~oo. Guardrail Summary, DR Form 195~~
- pp. Summary of Quantities and Locations of Surfaced Driveways/Intersections
- qq. Table of Drainage Summary Items, "Horse blankets"
- ~~rr. Length Sheet, DR Form 415~~
- ss. PS&E Required Sheet, DR Form 263
- ~~tt. Grading Item Summary, DR Form 64E~~
- uu. Special provisions
- vv. Standard Plan listing
- ww. Special Plan listing
- xx. Opinion of Probable Construction Cost
- ~~yy. Certification of Compliance, BR Form 366~~
- zz. Floodplain Certification and Permit (If applicable)
- aaa. Construction and working day estimates

Railroad insurance If applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50 feet line but within the railroad right of way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad right of way will require the Contractor to carry regular Contractor's Public Liability and Property Damage Insurance

## **UTILITIES**

1. **Assistance** this includes effort to assist the LPA with engaging the existing utility owners.
- ~~2. **Utility Location/Verification** the Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After the survey~~

~~is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.~~

~~The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.~~

~~Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the RC will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.~~

3. **Utility Plan Submittals** With each plan, submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.

4. ~~**Utility Permits** the consultant will assist the LPA in permitting private utilities~~

## **RIGHT-OF-WAY DESIGN**

**Overview:** The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way. The consultant will complete and submit title research, legal description and ROW plans.

**Qualifications, Knowledge and Experience.** The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type.

**Software, Equipment, and Submission Requirements.** Title researcher will be responsible for providing all necessary equipment, supplies, materials and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be submitted using the specified file naming convention.

**Format of Right-of-Way plans** The Consultant shall submit all Right-of-Way plans as half-size plans plotted at the appropriate scale. They must measure the standard 11"x17" paper that is used in any normal Xerox machine. The margins must measure as follows: left margin must be approx. 1 inch, right margin must be approx. 5/16 inch, and the top and bottom margins must be approx. 3/8 inch. The border used must be the one supplied with the ROW cell file. It measures approximately 15 5/8 inches x

10 3/8 inches when plotted at 1" = 200' scale. The scale of the ROW. plan sheets will match the scale of the roadway plan sheets. Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. The Consultant shall follow the State's "CADD Drafting procedures and guidelines" in preparing the project plans. Sheets must be set up according to the State's procedures. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines. The CADD files must conform to the following standards and conventions:

Graphic elements must be placed in accordance with the State MicroStation Right-of-Way element attributes standards. Working units must be:

1. Master Units = Ft
2. Sub Units = 1000 TH
3. Position Units = 1

File names must use State CADD naming convention.

**Data Transfer** It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the State and for all electronic files prepared by the Consultant and supplied to the LPA/State. The State and the Consultant shall transfer all Graphic files in a MicroStation dgn. Format. A data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system. All computer files shall be provided on either compact disk (CD), or loaded to State's FTP site unless otherwise specified. The State will provide instructions and password for FTP site with final contract documents.

- 1) **Existing Right-of-Way Base.** This task involves certified title research including: collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. Title Searches to be completed by a certified abstractor. Ownership plans will be developed from this information and the consultant will have this task completed prior to the plan-in-hand meeting.
- 2) **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to 11 tracts that will require right-of-way design modifications due to the new horizontal alignment.
- 3) **Right-of-Way Plan Sheets.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way ownerships, easements and takings will be tabulated and shown on the sheets. Consultant will update the existing and proposed right-of-way and

easements in the areas of the alignment changes. Tract Maps with all legal description will be provided by the Consultant.

4) ~~**Title Research.** All title research services will be completed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act) and with the NDOT Right of Way Manual. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type. The State will provide instructions and password for FTP site with final contract documents. Consultant will be responsible for providing all necessary equipment, supplies, materials and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted to State in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be uploaded to an ftp site specified by State using State's file naming convention.~~

5) ~~**Permit to occupy right of way** Projects encroaching on NDOT right of way (utilities, drainage structures, grading, etc.) need to be permitted by the NDOT District Construction office. At the 30 percent design stage, NDOT will assist the LPA/LPA's with contacting the District Engineer or Permits Officer to determine if a permit or permits are needed.~~

All requests for a permit for an access shall first be submitted to the District Engineer in whose District such access lies. Requests must be submitted on standard access permit application form available from the Department (NDOT Form 19). The consultant shall provide the following items to the RC for evaluation of encroachments or an access application or the construction of an access:

1. ~~Highway and access plan and profile.~~
2. ~~Complete drainage plan of the site showing impact to the highway right of way.~~
3. ~~Map and letters detailing the utility locations before and after development in and along the highway.~~
4. ~~Subdivision zoning and development plan. These should be coordinated with the local officials and their comments should be included with the application.~~
5. ~~Property map indicating other accesses and abutting public roads and streets, including those on the opposite side of the highway.~~
6. ~~Proposed access design details, such as, ADA requirements, or wetlands.~~
7. ~~A Traffic Impact Study, if required.~~

The District Engineer will make appropriate comments and forward the application together with the plans and other supporting data to the LPD. PG/RC will coordinate with the Right of Way Division for issuance of the permit.

#### ~~**ROW Deliverables at the 60% Design Stage.**~~

- a) ~~— The title researcher shall review the title research study area (“Study Area”) and search the County real estate records to identify each separate parcel of land located within the Study Area. A separate parcel of land is all contiguous land owned by the same owner, and held in the same title (e.g. sole owner, joint tenants, tenants in common, etc.).~~
- b) ~~— The title researcher shall provide a copy of the title vesting document for the current owner of each parcel of land in the Study Area.~~
- c) ~~— The title researcher shall list all owners of record of the parcel within the preceding 5 years, and include a copy of each additional instrument conveying title to each owner identified.~~
- d) ~~— Title researcher shall provide a Certificate of Title Report for each parcel within the study area. This Title Report shall be on the State’s approved Certificate of Title Report form (or a preapproved form) to report such information. Each Title Report shall also include the following information:~~
- i) ~~— The name of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).~~
- ii) ~~— The owner’s mailing address as shown in the County Assessor or Treasurer’s records.~~
- iii) ~~— If the owner of record is known to be deceased, the Case Number of the Deceased’s Probate along with the name(s) of court appointed Personal Representative(s) if available.~~
- iv) ~~— Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents.~~
- v) ~~— Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.~~
- vi) ~~— Easements such as private water, sewer, ingress/egress (access), cell towers, flood, and irrigation or others that encumber or restrict the use of the land. Consultant should not provide easements for public utilities (water, sanitary sewer, power, gas, cable, telephone and telegraph).~~
- vii) ~~— All recorded leases except oil and gas leases.~~
- viii) ~~— List the document recording information for each record listed in the title report to include the date of record and instrument number.~~
- ix) ~~— The legal description for the subject parcel of land.~~
- x) ~~— Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.~~
- xi) ~~— Name, signature, and license number of abstractor and title effective date.~~
- e) ~~— Provide copies of all supporting documentation (deeds, easements, etc.) that are listed in the title report in an electronic format type using the document naming convention as specified. Consultant should not provide copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.~~
- f) ~~— If applicable, Consultant shall provide copies of subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes.~~
- g) ~~— Provide copies of deeds, easements, dedications, plats, etc., for any property acquired by or conveyed to governmental entities.~~

~~h) Provide copies of County Cadastral Maps in counties that do not have a GIS website.~~

~~Title Report and Supporting Document Naming Convention. For each parcel two separate electronic files must be submitted as detailed below:~~

- ~~1. For each parcel One electronic file containing the Title Report~~
- ~~2. For each parcel One electronic file containing all supporting documents. This file should include all documents as specified under the above ROW Deliverables at the 60% Design Stage.~~
- ~~3. For each electronic file file names should be simple, easy, and logical. File names should include last name of private owner or first name of company.~~

**Examples of File Names**

<b>Vesting Owner</b>	<b>Title Report File Name</b>	<b>Documents File Name</b>
Joe Smith	Smith TR	Smith Documents
Lincoln Methodist Church	Methodist Church TR	Methodist Church Documents
MSD LLC	MSD TR	MSD Documents
Sam Jones and Doug Peters	Jones TR	Jones Documents
AJ Brown Auto Body	Brown TR	Brown Documents

The Consultant is to submit a geographically oriented base file in MicroStation .dgn format showing the following information for the entire project. Files may be submitted in one file or in reference files, all necessary reference files need to be in the submittal.

- Surveyed Topography
- All construction items (feature file)
- Limits of construction.
- ROW Survey (section corners, lot corners, etc.)
- Ownership information (property lines, owner names, lot numbers, lot lines, tract numbers, etc.)
- ROW Design (new ROW, PE's and TE's)
- ROW patterning (if placed in the base file)
- Air photo if used

On Projects the NDOT is acquiring the ROW the consultant shall submit a kmz file.

## Prepare, Right of Way Cost Estimate

**Overview** NDOT will prepare the ROW Cost Estimate on projects located outside of the Metropolitan Planning Organizations (MPO) of Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City Lancaster County (LCLC).

~~Right of Way Cost Estimates will be prepared by the LPA on projects located in the jurisdictional area of the Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City Lancaster County (LCLC).~~

~~If a LPA in MAPA or LCLC elects to outsource preparation of the ROW Cost Estimate they may do so provided ROW Cost Estimate is prepared by a real estate professional knowledgeable of land values in the area of the project and the ROW Cost Estimate is prepared using the following criteria.~~

~~**ROW Cost Estimates** The notice to proceed with preparing the ROW cost estimate is to be issued by the RC/PC upon review and approval of the ROW Design by the ROW Project Coordinator. Are to be prepared by a real estate professional knowledgeable of land values in the area of the subject property and have adequate experience to enable them to determine the effects of the acquisition. The ROW Cost Estimate is an estimate of the Federal Funds to be obligated for the right of way phase of the project. The federal obligation may be revised to reflect the appraised tract costs of the needed ROW. Upon the completion of the acquisitions of the ROW, the federal obligation may be revised.~~

~~ROW Cost Estimates should include an estimate of the current value of the takings, any damage costs, incidental costs (such as appraisal fees, negotiator fees, title fees, etc.), relocation expenses, possible condemnation costs, and demolition fees, (ROW Cost Estimate form PA-4). The estimate provides the LPA and their ROW Consultant with a tract by tract valuation, which assists them in determining the type of valuation forms that will need to be prepared.~~

~~Upon completion of the review and approval of the ROW plans, the NDOT PC will issue the notice to proceed with preparing the ROW Cost estimate.~~

~~The ROW Consultant is to prepare a Right of Way Cost Estimate; the following items are required in the estimate:~~

- ~~1. *Land Value* The land value for all fee takings and easements shall be calculated on a square foot cost basis in urban areas and by the acre in rural areas. Each tract shall be evaluated as to zoning and type of use, such as business, residential, and public use. Not all tracts will be valued at the same square foot price.~~
- ~~2. *Damage Costs* Damage costs must be determined for each tract. These will include cost to cure items and damages to the remainder of the property.~~
- ~~3. *Relocation Costs* Any residential properties or businesses that will be acquired, as part of the project needs to be included in the ROW Estimate. The estimated value of~~

the home or business and the additional relocation costs (relocation payments to the owner, tenant, and Consultant fees) for each tract will be identified on the Estimate as Relocation Costs.

4. ~~Administrative Costs and Incidental Expenses~~ — These costs will include the fees for the Appraisal, Appraisal Review, and Consultant negotiation fees. An incidental cost should be included for each tract on the project if the LPA is hiring ROW Consultants.

5. ~~Demolition Contracts~~ — should also include any costs associated with hazardous materials removal.

6. ~~Advertising Sign Cost~~ if applicable

7. ~~Condemnation Costs/Administrative Settlements~~ — indicate the anticipated percent of parcels affected by either condemnation costs or administrative settlements.

The ROW Cost Estimate includes the cost to research and acquire the right-of-way for the project, including easements. It includes the right-of-way costs for storm water management, wetland mitigation, and other work outside of the roadway prism. Contractual obligations with property owners to relocate fencing, reconstruct gates, relocate sprinkler systems, etc. are a ROW cost and are not to be a construction item.

The cost to repair sprinkler systems on public right-of-way is ineligible for federal participation. However, Local Public Agency policies may provide local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project.

The cost to repair sprinkler systems on public property is ineligible for federal participation. However, Local Public Agency policies may provide for local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project. The ROW Cost Estimate is to note if local funding is available and the estimated cost of repair of the system in the public right-of-way.

If the extent of the right-of-way acquisition is not known, then a contingency should be added based upon historical settlements and awards for condemnation cases, which must include costs for attorneys, engineering research, witness research, survey, and staff time. The right-of-way acquisition schedule needs to be considered. Right-of-way acquisition costs will increase quickly in rapidly developing areas. Costs must include relocation assistance and benefits for displaced individuals, families, businesses, governments, and nonprofit organizations. Special acquisitions, such as those from government sites can be time consuming and costly. The LPA recognizes right-of-way estimates are dependent upon the accuracy and reliability of information concerning the locations of the right-of-way limits on a project. A small change in the locations of the right-of-way line, or a change in access control or drainage retentions placement, particularly in commercial areas, can affect the right-of-way cost estimate by millions of dollars because of required damage payments such as severance or business damages.

It is anticipated a ROW Cost Estimated is needed for \_\_\_\_\_ tracks.

~~Deliverables: ROW Cost Estimate form PA-4.~~

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## **Bridge Design Services**

### **Project Description**

~~This scope provides for engineering services to provide (ex. Bridge Design Data Sheets and TS & L's, Final Bridge Design, Final Bridge Plans, Bridge Load Rating, and Construction Services for \_\_\_\_\_ and \_\_\_\_\_.~~

### **State to provide**

- ~~1. Provide as-built plans of existing structure.~~
- ~~2. Provide subsurface investigation report and foundation recommendations (including boring logs, allowable soil pressure and bearing pile resistance for a selected pile type).~~
- ~~3. Provide pile order lengths.~~
- ~~4. Provide the latest copy of Bridge Office Policies and Procedures Manual. (BOPP Manual) (Available on NDOT website)~~
- ~~5. Provide MicroStation dgn. Format bridge design files, including base sheets, current design standards, libraries, etc. (Available on NDOT website)~~
- ~~6. Provide a sample set of typical bridge plans.~~
- ~~7. Provide hydraulic data sheet.~~
- ~~8. Provide bridge design data sheet / TS&L.~~
- ~~9. Provide latest bridge inspection reports.~~
- ~~10. Provide Sufficiency Ratings and HS Ratings of existing bridges.~~
- ~~11. Provide available survey information.~~
- ~~12. Provide preliminary roadway design plans.~~
- ~~13. Determine lighting locations on the bridge(s).~~
- ~~14. Provide traffic data.~~

### **Applicable Publications**

~~The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and design criteria furnished by the State. These publications and others which the Consultant shall use in this work are:~~

- ~~1. AASHTO LRFD Bridge Design Specifications (Seventh Edition)~~
- ~~2. Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards 2016 (or latest edition).~~
- ~~3. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 (or latest edition)~~
- ~~4. Nebraska Department of Transportation Bridge Office Policies and Procedures Manual. (BOPP Manual)~~

**Project Plans Formant, Convention and CADD**

All full-sized plan sheets must be 24" x 36". The margin on the right will be 1/2", the margin on the top and bottom will be 1" and the margin on the left side (binding edge) will measure 2". The border will measure 22" x 33 1/2". Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.

The CADD files must also conform to the following standards conventions:

- Graphic elements must be placed according to NDOT Bridge level conventions as described in the README DGN file.
- Working units must be:
- Master Units = Survey Feet, Label: ' "
- Sub Units = inches, Label: " "
- Resolution = 1000 per distance survey foot
- File names must use NDOT Bridge CADD naming convention as described in the Bridge Office Policies and Procedures Manual.

**Data Transfer**

The Consultant shall create and transfer all plan files to the State in MicroStation dgn. Format. It is the Consultant's responsibility to obtain the MicroStation dgn. Format software.

The MicroStation dgn. Format software files shall be transferred to the State via NDOT's FTP site.

**1. General Project management, Field Inspections and Meetings**

General Project Management:

This task includes effort for coordination of staff, coordination with NDOT, progress reports, invoices and overall project management.

The consultant shall arrange field inspections as follows:

<u>Type</u>	<u>Date/Time</u>

The Consultant shall arrange meetings as follows:

<u>Type</u>	<u>Date/Time</u>	<u>Location</u>

Within three working days after the close of each meeting and/or field trip, the Consultant shall prepare and submit to the State one copy of a report summarizing the discussions, decisions, and agreements reached.

**2. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Non-Hydraulic Structures**

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:

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The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

- 1) Sectional Elevation View of Bridge
- 2) Span arrangement
- 3) Locations of substructure elements
- 4) Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to the bridge.
- 5) Low girder elevations
- 6) Vertical clearances of bridge to roadway/railroads below
- 7) Grade elevations of bridge and other critical elevations
- 8) Top of pier footing elevations
- 9) General Plan View of Bridge
- 10) Span arrangement
- 11) Locations of substructure elements
- 12) Locations of existing roadway/railroads
- 13) Horizontal clearances to substructure elements
- 14) Typical Cross Section of Bridge Roadway/Superstructure
- 15) Girder type designation
- 16) Girder spacing
- 17) Clear roadway width of bridge
- 18) Pier elevation view
- 19) Phasing (if any)
- 20) New Grade Profile Sketch
- 21) Structure Location Note

The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.

**3. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Hydraulic Structures**

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:

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The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

~~Sectional Elevation View of Bridge~~

- ~~1) Span arrangement~~
- ~~2) Locations of substructure elements~~
- ~~3) Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge (where applicable).~~
- ~~4) Low girder/slab elevations~~
- ~~5) Grade elevations of bridge and other critical elevations~~
- ~~6) Top of pier footing elevations~~
- ~~7) Bottom of sheet pile or abutment wall elevation~~
- ~~8) Bottom of pile bent encasement elevation~~
- ~~9) H.W. Elevation (Q100)~~
- ~~10) General Plan View of Bridge~~
- ~~11) Span arrangement~~
- ~~12) Locations of substructure elements~~
- ~~13) Location of existing bridge~~
- ~~14) Typical Cross Section of Bridge Roadway/Superstructure~~
- ~~15) Girder type designation~~
- ~~16) Girder spacing~~
- ~~17) Clear roadway width of bridge~~
- ~~18) Pier elevation view~~
- ~~19) Phasing (if any)~~

~~Show all hydraulic information as shown in the hydraulic data sheet. Also, show elevation and plan view of riprap layout, channel shaping and channel transition back to the natural channel, to scale. Show ordinary high water (OHW) elevation. Existing Profiles, New Grade Profile Sketch, Structure Location Note The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.~~

~~**4. Final Bridge Design**~~

~~The Consultant shall prepare final bridge design plans for the structure(s) as described in Section A. of this Scope of Services, and as detailed in the bridge design data sheets approved by the State. Because the bridges in this Scope of Services may be different types, some of the items in this section and the following section may not apply for each structure.~~

- ~~1) The Consultant shall compute quantities according to the standard bid items in the Standard Specifications.~~

- ~~2) The Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Consultant shall prepare special provisions for any bid item not in accordance with the Standard Specifications.~~
- ~~3) If any proprietary items are specified in the final design plans, the Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names. In addition, the Consultant shall provide to the State any technical brochures pertaining to the proposed products.~~
- ~~4) 75% Bridge Plan Submittal. The Consultant shall submit to the State PDF plans via NDOT's FTP site for the 75% review when the initial design and detailing is completed, but prior to the checking. To avoid delays in the design, during this period of preliminary review, the Consultant may proceed with the bridge design check.~~
- ~~5) 90% Bridge Plan Submittal. The Consultant shall submit to the State PDF plans via NDOT's FTP site for the 90% review when the design and detail check is complete, and a draft copy of the special provisions.~~
- ~~6) Final Bridge Plan Submittal. The Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations are completed. The consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations. Also to be submitted is one complete set of quantity calculations and one complete set of quantity check calculations (including copies of any applicable computer output). All design/check calculations and all quantity/check calculations, the Word files for the special provisions, and a PDF of the final bridge plans showing a preliminary watermark shall be submitted via NDOT's FTP site.~~
- ~~7) The Consultant shall do the design check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations.~~
- ~~8) The Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design check calculations, and quantity calculations and check quantity calculations. The Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.~~
- ~~9) The Consultant shall provide shim data (deflections due to slab and curb/rail weight).~~

~~**5. Final Bridge Plans**~~

~~Requirements for bridge design plans:~~

- ~~1) The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in Section D of this Scope of Services.~~
- ~~2) The Consultant shall provide a title block along the right side of each sheet that is in conformance with the "Bridge Office Policies and Procedures Manual".~~

- 3) ~~The Consultant shall draft all structural details at a scale which will clearly show all details, notes and lettering when the plans are reduced to half size.~~
- 4) ~~The Consultant shall put the seal and signature of a registered professional engineer licensed to practice in the State of Nebraska on all sheets of the final design plans.~~

**6. Load Rating Services**

~~Load Rating Services shall include the following:~~

1. ~~Provide bridge rating using BrR software. A Load Rating Summary Sheet (BR Form 465, current version; form available on NDOT website) and the load rating calculations shall be provided for the bridge. These items shall be submitted via NDOT's FTP site along with the final bridge plans.~~
2. ~~The load rating shall include analysis for the Special Haul Vehicles SU4, SU5, SU6 and SU7 Trucks shown in the latest version of the Manual for Bridge Evaluation. NDOT Rating Trucks shall also be included in the load rating analysis.~~

~~The load rating shall be performed in accordance with NDOT's Bridge Inspection Program Manual. The consultant should utilize the Load Rating Report checklist in this manual when completing the load rating.~~

**7. Review Shop Drawings, Provide Construction Consolation and Girder Shim Calculations**

~~Shop Drawings the Consultant shall review the detailed shop drawings. This review is for general conformance with design concept only. The Consultant shall as a minimum:~~

- 1) ~~Review the shop drawings for conformance with the geometry of the structure.~~
- 2) ~~Review all main and detailed material to assure they conform to the requirements of the contract plans and specifications.~~
- 3) ~~Review the camber and blocking diagrams for the girders.~~
- 4) ~~Review the geometry of the retaining wall structure for principal dimensions including wall length and height, elevations, location and offset from roadway centerline, distance from bridge abutment and clearance between top of wall and bridge girders.~~

~~Return each reviewed shop drawing electronically to the State's Bridge Engineer and other designees as directed by the Construction Division. A stamp showing the level of acceptance must be placed on each shop drawing sheet. The reviewer's initials and the date of review must be indicated on the stamp. Each sheet must also bear the State's Project No., Control No., and Structure No. if not already shown. Return shop drawings within two weeks after receiving them. Make all notations in red.~~

~~Consult with the State's Bridge Engineer any time it seems necessary to make a major change in material or details from that specified by the contract plans. The Consultant shall get the State's approval for any deviation from the contract plans and specifications.~~

**8. Construction Consultation.** ~~The Consultant shall only do the following items upon request of the District Construction Engineer, the Bridge Engineer, or their designated representatives.~~

- 1) ~~The Consultant shall attend the State's Pre-Construction Conference.~~
- 2) ~~The Consultant shall respond to fabrication and field questions and proposed changes.~~
- 3) ~~The Consultant shall evaluate conflicts involving piling, utilities and the railroad.~~
- 4) ~~The Consultant shall make site visits. A total of \_\_\_\_\_ site visits are assumed. Assume two Consultant engineers per site visit.~~
- 5) ~~The Consultant shall make plan revisions. Assume \_\_\_\_\_ minor plan revisions will be required.~~

**9. ~~Girder Shim Calculations~~**

- 1) ~~The Engineer shall provide to the Consultant the height of instrument elevation and the rod readings taken on top of the girders at the points designated by the Consultant.~~
- 2) ~~The Consultant shall calculate the girder shims of each point and provide the results to the Engineer.~~
- 3) ~~The Consultant shall recommend any needed adjustments to the grade, shear connector embedment, etc. to provide for proper girder shims.~~

**Bridge Design Completion Dates**

- \_\_\_\_\_ ~~Notice to Proceed (NTP)~~
- \_\_\_\_\_ ~~Submit Preliminary TS&L plans.~~
- \_\_\_\_\_ ~~Submit Bridge Design Data Sheets/Final TS&L Plans~~
- \_\_\_\_\_ ~~Submit bridge plans for 75% review.~~
- \_\_\_\_\_ ~~Submit bridge plans for 90% review.~~
- \_\_\_\_\_ ~~Submit completed final bridge plans, special provisions, design calculations, and quantity calculations, Load Rating Summary Sheet, and load rating calculations.~~
- \_\_\_\_\_ ~~Contract completion date~~

NOTE: ~~The State may make suggestions or comments and will attempt to return the plans within approximately two weeks after receiving the plans from the Consultant for the above bridge plan submittals.~~

**Environmental Services and Coordination**

Environmental coordination requires the Design Consultant to work with the NEPA Consultant to ensure environmental commitments are met. The RC is responsible for coordinating these efforts.

- 1) **Review of NEPA documents and commitments.** The Design Consultant shall review the NEPA Documents for any commitments made that must be addressed during the design. The Project Sponsor or NEPA Consultant, on the Project Sponsor's behalf, will perform a re-evaluation of the proposed design:

After the review and approval of the Right of Way design by NDOT's ROW Division and prior to the initial request for obligation of Right of Way funds (based on the ROW Cost Estimate). The NEPA Consultant is to re-evaluate the project

to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The NEPA Consultant is to submit a “Re-evaluation Approval Request” for approval by the NDOT, LPA Environmental Coordinator.

Review of NEPA documents and commitments after ROW Acquisition. Modifications to the final design may have been made during the acquisition of the right of way needed to construct this project. The NEPA Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The NEPA Consultant is to submit a “Re-evaluation Approval Request” for approval by the NDOT, LPA Environmental Coordinator.

- 2) **NEPA exhibits.** The Design Consultant will provide the NDOT with exhibits as needed for the development of Public Involvement.
- 3) **Preliminary Waterway Permit Data Sheet.** The Design Consultant will complete form DR-290 for the project.
- 4) ~~**Wetlands Impacts.** The Design Consultant will provide limits of construction to the Environmental Consultant for calculation of impacts to wetland areas delineated. This information shall be provided in the final plans on the 2-W Sheet.~~
- 5) **Permits.** The Design Consultant shall prepare and submit on behalf of the LPA the following permits, certifications, and forms. The Consultant shall copy the RC (NDOT) on all applications submitted.
  - a. Floodplain Permit (Design Consultant) Army Corps of Engineers 404 permit (NEPA Consultant)
  - b. National Pollution Discharge Elimination System, Storm-water Pollution Prevention Plan & Notice of Intent (NPDES, SWPPP & NOI) (NDOT)
  - c. Activity Checklists (NEPA Consultant)
  - d. ~~NEPA Coordination (Green Sheets).~~
  - e. Wetland Impact calculations form DR290 Waterway Permit Data Sheet (To be calculated by PE consultant)
  - f. Nebraska Department of Environmental Quality (NDEQ), (NEPA Consultant)
  - g. ~~City/County Health Department Permits (NEPA Consultant)~~
  - h. ~~The need or potential need for a FAA Form 7460-1 should be noted in the plan-in-hand report and added as a special provision in the PS&E package by the design consultant.~~

**Scope Items Pertaining this project (checked boxes indicate the sections of this scope that apply to the project):**

SOS Sec	Scope Items	Tasks
1	Categorical Exclusion (CE)	<input checked="" type="checkbox"/>
2	Farmland	<input checked="" type="checkbox"/>

3	Section 106 request letter	<input type="checkbox"/>
4	Section 4(f)	<input checked="" type="checkbox"/>
5	Section 6(f)	<input checked="" type="checkbox"/>
6	Floodplain Review	<input checked="" type="checkbox"/>
7	Water Quality Review	<input type="checkbox"/>
8	Threatened & Endangered Species Review	<input type="checkbox"/>
9	Hazardous Materials Review (HMR)	<input checked="" type="checkbox"/>
10	Noise Analysis and Report	<input type="checkbox"/>
11	Wetland & Stream Delineation	<input checked="" type="checkbox"/>
	Delineation Project Size	<input type="checkbox"/> Small <input checked="" type="checkbox"/> Med <input type="checkbox"/> Large
12	404 Nationwide Permit Application	<input checked="" type="checkbox"/>
13	404 Individual Permit Application	<input type="checkbox"/>
14	Mitigation Plan	<input checked="" type="checkbox"/>
15	Public Involvement Materials	<input checked="" type="checkbox"/>
15	Green Sheet	<input type="checkbox"/>
16	Project Management	<input checked="" type="checkbox"/>
17	Travel Time	<input checked="" type="checkbox"/>

LPA OR STATE, ON LPA'S BEHALF, TO PROVIDE (to the extent that the items listed are available or needed for the scope checklist above):

Project description, location information, Program documents (DR-530, DR-53), purpose and need statement (if applicable – Level 3 Categorical Exclusion (CE)), Threatened and Endangered species (T&E) Activity Checklist, general project location map, PQS (Professionally Qualified Staff) Memos (Wetlands, HMR, EJ/LEP, T&E Species, Section 106). When appropriate, detour route information will be provided (including a list of property owners along the project and detour route).

If available, electronic files of current aerial photographs with Project alignment and preliminary design, existing and new rights-of-way (ROW) and easements, topographic survey, utilities data, and Limits of Construction (LOC), if available.

Roadway Feature File, Alignment File, Feature Codes and SMD (Simple Method Description) File (downloadable from State's website).

County-wide plat (ownership) or TAM (occupancy) maps for Consultant's use if landowner notification is needed. A notification letter, on LPA's letterhead for the consultant's use in landowner contact and site access will also be provided.

Waterway Permit Data Sheet and 2W plan Sheets from design consultant, if permitting services are required.

Wetland Delineation Data Sheets and Photographs (if already available and not part of this scope of work).

Environmental Justice/Limited English Proficiency Memo (provided by State if available).

Section 106 documentation and Professionally Qualified Staff (PQS) Memo (provided by State if available).

HMR PQS Memo (provided by the State if available).

Threatened and Endangered Species PQS Memo (provided by State if available).

Wetlands PQS Memo.

APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

Instructions and Guidance for Completing the Nebraska Categorical Exclusion Determination Form for Federal-Aid Projects, June 2, 2015.

NDOT National Historic Preservation Act Section 106 Guidelines, 2015.

Nebraska Biological Evaluation Process, Prepared in Support of the Programmatic Agreement that was developed between FHWA, State, USFWS and NGPC, January 20, 2012.

Certified NEPA consulting firms and requirements. NDOT, July, 2015.

Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1. Environmental Laboratory, Department of the Army Waterways Experiment Station, US Army Corps of Engineers, Vicksburg, Mississippi, 1987.

Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region, ERDC/EL TR-08-27. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi, 2010.

Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, ERDC/EL TR-08-12. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi, 2010.

Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification. US Army Corps of Engineers, 2005.

Cowardin et al. Classification of Wetlands and Deepwater Habitats of the United States, FWS/OBS 79/31. Biological Services Program, Fish and Wildlife Service, US Department of the Interior, 1979.

Nebraska Wetland Subclasses (Attachment K, Wetland Mitigation Banking, Standard Operating Procedures in Nebraska).

Nebraska Department of Roads. Hazardous Materials Review Guidance manual (August 2015).

Nebraska Department of Roads. Procedure: Wetland and Water Resource Delineation and Water Conveyance Structure Investigation, (January 2013 DRAFT).

Nebraska Department of Roads. Nebraska Public Involvement Procedure (September, 2015).

Nebraska Department of Roads. Standard Delineation Report (Draft In Preparation).

Guidance for Completing the Section 4(f) Review Process in Nebraska for Federal-Aid Projects (May 28, 2015).

Programmatic Categorical Exclusion Agreement between the Federal Highway Administration and the Nebraska Department of Roads (April, 2015).

CONSULTANT SHALL PROVIDE TO LPA OR STATE, ON LPA'S BEHALF:

**1. CE DOCUMENT AND RESOURCE REVIEWS**

Project Description and Purpose & Need (when applicable). Consultant will determine if the provided project description meets the NDOT guidance for project descriptions and revise as necessary for use in the CE document, consultation letters, and public involvement materials. If a Purpose & Need statement is required (applicable for Level 3 CEs) the consultant will determine if the original Purpose & Need meets the NDOT guidance requirements and if necessary, draft a revised Purpose & Need statement for inclusion in the CE document.

CE Determination Form for Federal-Aid Projects. When the Consultant determines whether the Project will qualify as a Level 1, 2 or 3 CE under the existing CE Programmatic Agreement, they will notify the Project's assigned State NEPA Environmental Project Manager (PM) and complete the appropriate Level (1,2,3) of the CE Form. Consultant will notify the State NEPA Environmental PM if a threshold has been crossed which elevates the level of CE documentation. Consultant will obtain or produce supplemental information, figures and resource maps to attach to the NEPA Form or to be placed into the Project file as back-up reference material for the document. Figures and resource maps are required to be attached to the NEPA Form (as per the CE guidance manual). If not required as an attachment, Consultant shall produce them for the NEPA project file. Consultant's effort shall also include up to three progress meetings as needed, with LPA and/or State by telephone. If a Project on-site meeting or meeting at State is needed, it would be considered an out-of-scope item and would be negotiated as a Supplement to this Agreement.

Consultant will prepare a Project Vicinity map on a 7.5 Minute Quadrangle Topographic Map base (1: 24,000 scale), showing the Project location with insert showing the county and its position in Nebraska. The Project Location Aerial Figure shall be shown on an aerial photograph as the background, with the overall Environmental Study Area mapped (minimum ¼ mile from centerline, right and left), the Project start and end points plotted, and pertinent constraints such as Limits of Construction depicted, if known.

Documentation and Revisions. Consultant will submit the completed CE Determination Form for Federal-Aid Projects (including attachments) to the LPA, State and FHWA (if Level 3) for review and approval (assume 2 rounds of comments from NDOT and 2 rounds of comments from FHWA if Level 3).

CE Quality Control. The consultant shall submit to LPA and State evidence that the CE document has had a quality control review by the Consultant's Principal NEPA Author or Project Manager (as identified in the firm's current, approved NEPA Certification submittal - Category 101A), other than the document author. The submittal shall accompany both draft and final NEPA documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer, on the Consultant's internal

review process form, on NDOT's QC review form, or when the electronic CE Form allows, provide evidence of QC review in the appropriate position on the CE form.

CE Comment Tracking Table: The consultant shall maintain a summary table of all review comments and resolution of comments made by LPA, State and FHWA during document review and revision processing. Comments shall be organized by the CE Form's subject title and question number. The comment tracking table shall be submitted to LPA, State or FHWA, as appropriate, along with the revised draft and final documents.

## **2. FARMLAND**

Farmland Conversion Form. If there is farmland located in the Project Environmental Study Area and its use may be converted to other purposes as part of the Project, Consultant will prepare a Natural Resource Conservation Service (NRCS) Farmland Conversion Form CP-106 and perform coordination with NRCS, if necessary.

## **3. SECTION 106 STATE HISTORIC PRESERVATION OFFICE/TRIBAL HISTORIC PRESERVATION OFFICE (SHPO/THPO).**

**Section 106 Review Request Letter.** NDOT will complete Section 106 reviews and evaluations for LPA projects located outside the Omaha, Metropolitan Area Planning Agency (MAPA) and the Lincoln City and Lancaster County (LCLC) metropolitan planning area.

Consultant will complete a Section 106 Review Request Letter and submit it as both a PDF and a MS Word document to the State's Section 106 PQS, submitting a copy to the LPA's Project Coordinator and the NEPA Environmental PM. The Section 106 Review Request Letter shall include a Vicinity Map and a Location Figure, showing the project's start and end-points. Project activities shall be clearly defined. An updated project description and location figure will be developed by the Consultant.

The State will act as the lead federal agency, and will complete all outside consultation, SHPO, tribal, etc. The State will complete the Section 106 PQS memo.

### **Omaha, Metropolitan Planning Agency (MAPA) and the Lincoln City and Lancaster County (LCLC) metropolitan planning area:**

~~The environmental consultant is responsible for ensuring that cultural resource identification and evaluation is completed for those undertakings located within the Omaha, Metropolitan Planning Agency (MAPA) and the Lincoln City and Lancaster County (LCLC) metropolitan planning area. Cultural resource surveys shall be completed by individuals meeting or exceeding qualifications set forth by the U.S. Secretary of the Interior's Standards for Professional Qualification Standards. The qualifications (36 CFR 61) define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. Illustrative examples include an architectural historian with specialized experience in assessing early plains architecture, a geoarchaeologist with specialized experience in assessing the potential~~

~~for deeply buried cultural deposits in alluvial settings, or a paleobotanist with specialized experience in assessing floral material recovered from a prehistoric pit feature. The Principle Investigator (PI) shall submit their resume to the State's Section 106 Professionally Qualified Staff (PQS) for review and approval prior to execution of this agreement.~~

~~Upon execution of this agreement, and prior to completing fieldwork, the NDOT Section 106 PQS shall review the proposed area of potential effects (APE) as well as the proposed level of effort.~~

~~The consultant shall follow the report guidelines discussed in NDOT's Section 106 Guidance document (2018) when compiling and submitting documentation.~~

~~The State will act as the lead federal agency, and will complete all outside consultation, SHPO, tribal, etc. The State will complete the Section 106 PQS memo.~~

#### **4. Section 4(f) Exception or De Minimis Determination.**

~~Section 4(f) Initial Assessment Form. Consultant will determine if adjacent Section 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are present, as part of the resource review. Consultant will prepare the Section 4(f) Initial Assessment Form and submit to State NEPA Environmental PM for review and approval. The approved Section 4(f) Initial Assessment Form will be sent to the Consultant for inclusion in the CE appendices.~~

Section 4(f) Documentation. If a Section 4(f) property is identified within the Project area, the project or undertaking must determine a 'use' of land from that property within the meaning of Section 4(f). If it is determined that there is a 'use' of the land then coordination with State must occur and one or more of the following documents will be prepared by the Consultant:

##### Section 4(f) Evaluation Additional Effort

In order to complete environmental documentation for the project, it is necessary to prepare Section 4(f) documentation in accordance with the new NDOT/FHWA environmental process established as a result of the Programmatic Categorical Exclusion Agreement dated October 2018 and Guidance for Completing the Section 4(f) Review Process in Nebraska for Federal-Aid Projects dated September 2018. It will be necessary to prepare three additional Section 4(f) Evaluations. The original scope identified the need for a Section 4(f) Evaluation for the Blue Valley Campground (This will be a De Minimis Evaluation). The additional scope includes Section 4(f) Exception evaluations for impacts to the Plum Creek Trail, a Section 4(f) De Minimis evaluation for both Independence Landing and the Seward County Fairgrounds and Arboretum (if found to be a Section 4(f) resource).

##### Tasks

- i. Plum Creek Trail Section 4(f) Exception Evaluation - Complete documentation for additional Section 4(f) Exception evaluations in accordance with current NDOT guidance
  - 1. Complete Section 4(f) Exception Form dated September 2018 including map exhibits detailing property boundaries, easements, access points, and property features
  - 2. Draft concurrence letter with the Official with Jurisdiction (OWJ).
  - 3. Consult with OWJ
  - 4. QA/QC including addressing comments from NDOT
- ii. Independence Landing Section 4(f) De Minimis Evaluation
  - 1. Complete Section 4(f) De Minimis Form using the September 2018 form. The documentation includes applicability of Section 4(f) to the property, determination of use for the Section 4(f) property and records of public involvement. The De Minimis evaluation includes methods to avoid and minimize the use of the Section 4(f) property.
  - 2. Draft concurrence letter with the OWJ
  - 3. Consult with OWJ
  - 4. QA/QC including addressing comments from NDOT
- iii. Seward County Fairgrounds Section 4(f) De Minimis Evaluation
  - 1. Research and coordinate a determination of Section 4(f) applicability to the Seward County Fairgrounds.
  - 2. Complete Section 4(f) De Minimis Form using the September 2018 form. The documentation includes applicability of Section 4(f) to the property, determination of use for the Section 4(f) property and records of public involvement. The De Minimis evaluation includes methods to avoid and minimize the use of the Section 4(f) property.
  - 3. Draft concurrence letter with the OWJ
  - 4. Consult with OWJ
  - 5. QA/QC including addressing comments from NDOT
- iv. Schedule, attend and document up to two meetings with NDOT and City staff.

~~Section 4(f) De Minimis Form~~

~~Coordinate with the Official with Jurisdiction for the Section 4(f) resource, to obtain concurrence that the impact will/will not adversely affect the resource. If more than one Section 4(f) property has a 'use' determined, analysis and document preparation for the additional properties would be considered out-of-scope and the additional effort would be negotiated as a Supplement to this Agreement.~~

Individual Section 4(f) Evaluation. If needed, an Individual Section 4(f) Evaluation and documentation would be considered out-of-scope and the additional effort would be negotiated as a Supplement to this Agreement.

**5. SECTION 6(F) ANALYSIS DOCUMENTATION.**

Consultant will research and document whether Section 4(f) resources are present. If yes, then Consultant will contact the Nebraska Game and Parks Commission to determine if Section 6(f) resources are present. If Section 6(f) resources are present, the Consultant will determine if a conversion will occur. If replacement land is needed, coordination with the jurisdictional agencies would be required, as well as additional Section 6(f) documentation. This additional Section 6(f) coordination and documentation as a result of a conversion would be considered out-of-scope and additional hours will be negotiated as a Supplement to this Agreement.

## **6. FLOODPLAIN REVIEW.**

The consultant will research and document whether the project is located within a Zone A floodplain. The consultant is to determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.

If a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or leger size paper and found at the following website, <http://msc.fema.gov>. The LPA with assistance from the Consultant is to apply for the permit.

## **7. WATER QUALITY REVIEW**

- a. Consultant will research and document whether impaired waters (303d list) are located within the Environmental Study Area.
- b. If impacts to the impairment of the water resource will be affected by the project, Consultant will coordinate with NDEQ.
- ~~c. When the LPA is / has an RC the LPA is responsible for the NPDES and the SWPPP. The PE consultant is to develop the erosion control plans and assist with the application for the Floodplain Permit. The Consultant is to issue the Notice of Intent, permit for the NPDES and the SWPPP.~~

~~NDOT's Roadside Stabilization Unit (Ron Poe) will review the NPDES and the SWPPP for concurrence. The permit close out will be performed by the LPA~~

- d. When NDOT is the Responsible Charge (RC) the NDOT's Roadside Stabilization Unit will prepare the National Pollutant Discharge Elimination System (NPDES) permit and the Storm Water Pollution Prevention Plan/SWPPP. The erosion control plans will be designed by the Design Consultant. NDOT's Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.

## **8. THREATENED AND ENDANGERED SPECIES (T&E) REVIEW**

Biological Evaluation (BE) Review Request Letter. Consultant will update ~~complete~~ the BE Review Request Letter and submit it as a PDF to the State's LPA T&E PQS and NEPA Environmental PM. Consultant will revise it in response to State comments as needed. This letter will include the wetland delineation as an attachment. The NDOT T&E PQS Memo will be cited and summarized in the CE document, and included in the CE appendices.

~~Field Review. A field review may be needed and would be conducted by the Consultant's qualified biologist in conjunction with the wetland delineation site visit. If a wetland delineation is not required for the project and a site visit for T&E Species is needed, a qualified biologist would perform a site visit and conduct the field review.~~

## **9. HAZARDOUS MATERIALS REVIEW (HMR).**

Hazardous Materials Review. Consultant will update ~~complete~~ a the previously submitted HMR within the updated HMR Study Area (which encompasses the Environmental Study Area and is defined in the 2015 HMR Guidance manual) that are known to be, or may potentially be, contaminated with hazardous materials. The updated study area will encompass the revised horizontal trail alignment as shown in the attachment. Conditions that indicate an existing release, a past release, or a material threat of a release, of any hazardous substances or petroleum products into structures, on the property or into the soils, groundwater, or surface water should be evaluated and assessed for potential impacts on the Project, and discussed in the HMR technical report. The Consultant shall:

Conduct and review local, state and federal environmental database records, searching for regulated sites within the HMR Study Area;

Conduct an on-site visual site reconnaissance survey (after coordination with the NDOT Hazardous Materials PQS). If it is determined the project will be processed as a Level 1 CE, then this survey will not be required;

Complete the HMR Visual Reconnaissance Form and photo log;

If warranted and in consultation with the NDOT Hazardous Materials PQS, the scope of the HMR may include conducting additional analysis per the HMR guidance. Additional analysis may include.

(1) Conducting a regulatory file review (NDEQ, SFM, etc.)

(2) Reviewing readily available historical record sources (aerial photographs, topographic maps, Sanborn Fire Insurance maps, etc.) and/or

(3) Conducting interviews with local agencies and regulators.

If a subsurface investigation is determined to be necessary, a Supplement to this Agreement would be required.

Prepare a written Hazardous Materials Review Report. The Report will be submitted by the Consultant to the State for inclusion in the Project file. The NDOT Hazardous Materials PQS will summarize the results of the Report into a PQS Memo, which will be sent to the Consultant for inclusion in the CE appendices. The findings and mitigation measures stated on the PQS Memo shall be summarized in of the CE document.

Quality Control. The Consultant shall perform thorough QC by a NDOT-defined Environmental Professional prior to any official HMR submittal to the State.

**10. NOISE STUDY AND REPORT.**

- a. ~~Consultant shall review the Noise Analysis and Abatement Policy to determine if a noise study is required (definition of a Type I project). The NDOT PQS will verify that a noise study is needed. When no noise analysis is required, the NDOT Noise PQS and/or NDOT NEPA Environmental PM will forward the Noise PQS memo to the Consultant. Consultant shall cite the date of the Noise PQS Memo in the appropriate block of the CE Form and attach it to the document.~~
- b. ~~When a noise study is required. Consultant shall follow the NDOT Noise Analysis and Abatement Policy and provide a Noise Study Report including, but not limited to the following:~~
  - a) ~~General information regarding the nature of noise and measurement of sound, 23 CFR Part 772 Standards, noise abatement criteria and noise prediction method used;~~
  - b) ~~Project Description;~~
  - c) ~~Table showing existing and future (20+ years from date of construction) traffic counts (Average Daily Traffic and Design Hourly Volume) as well as medium and heavy truck percentages, all to be used in conjunction with FHWA's Traffic Noise Model (TNM);~~
  - d) ~~Field noise measurements are required; Consultant shall prepare a table to include such items as location, distance from Project centerline, noise levels, and other appropriate information;~~
  - e) ~~Information about land use adjacent to Project;~~
  - f) ~~Table showing the following:~~
    - i) ~~receptor ID (home address or business name if possible);~~
    - ii) ~~distance from Project centerline;~~
    - iii) ~~modeled existing noise level (TNM results);~~
    - iv) ~~predicted future no-build noise level (TNM results);~~
    - v) ~~predicted future build noise level (TNM results);~~
    - vi) ~~Leq noise abatement criteria (66 or 71 dBA);~~
    - vii) ~~Specify if build situation approaches or exceeds Leq criteria (if substantial noise increase > 15dBa) (yes or no).~~
  - g) ~~Analyze noise abatement for feasibility and reasonableness if necessary (determined by noise impacts).~~
  - h) ~~Detour information (lane closures, how many will remain open).~~
  - i) ~~Address construction noise.~~
  - j) ~~Provide setback recommendations to local officials.~~
  - k) ~~Consultant will provide conclusions stating findings (how many impacted receptors in existing, no-build and build situations, noise abatement results).~~
  - l) ~~List references.~~

- m) ~~Prepare diagram using aerials or topographic map identifying:~~
- i) ~~Receivers adjacent to project;~~
- ii) ~~Areas for possible noise abatement;~~
- iii) ~~66 and 71 dBA noise contour lines;~~

## **11. WETLAND AND STREAM DELINEATION SERVICES.**

Site Visit. The Consultant shall visit the Project site to determine if waters of the United States (US), including wetlands, are present within the Project Delineation Limits as described below. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season unless otherwise approved by the State Environmental Permits Unit (EPU) Project Manager. Delineation methods shall be in accordance with the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual; appropriate USACE Regional Supplement (Midwest or Great Plains); and the "NDOT Procedure: Wetland and Water Resource Delineation and Water Conveyance Investigation" (January 2013 DRAFT).

Review Existing Resources/Databases. Consultant will review existing resources prior to field delineation (January 2013 DRAFT). For projects requiring new Right of Way (ROW) beyond existing, into agricultural land, the State shall be contacted for direction. In some cases, at State's direction, delineation of agricultural wetlands may be needed. The consultant shall follow the Natural Resources Conservation Service (NRCS) standard method for agricultural wetlands delineation.

Farm Service Agency (FSA) Wetland Review. In some cases, a review of FSA historic aerial photography with recorded wetland determinations may be required for permitting. This type of review is not included as part of this Scope of Services. If such a review is appropriate for the permitting of the wetland resources, additional scope and fee, appropriate to the length of the Project, shall be negotiated as a supplement to this Agreement.

Delineation Limits: For purpose of scope and fee development, the Consultant shall assume the additional study area in the attached figure for a Full Delineation. In addition, a review of the previous delineated area dated August 2016 will be conducted including field documentation. ~~Along the project alignment, the study area extends 50 feet beyond LOCs or within ROW whichever is farther from the roadway centerline. At bridge sized culverts and bridges along the project alignment, the study area extends 150 feet beyond designed LOCs or 150 feet beyond ROW, whichever is farther from the roadway centerline. A full delineation shall be performed for known construction access, staging, stockpiling, or waste disposal areas.~~

~~At bridge sized culverts and bridges along the project alignment, a Full Delineation (including delineation of the Ordinary High Water Mark (OHWM) if present, and adjacent wetlands) shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline.~~

Estimated Delineation Project Size. (See Table on pg. 1 for Project Size)

**Small Delineation** — ~~Can be accomplished with 1 day or less of field activities~~

**Medium Delineation** – Can be accomplished with 1-3 days of field activities

~~**Large Delineation** – Can be accomplished with up to 5 days of field activities~~

Plot Boundaries. Consultant shall plot the data on aerial photographs. Data plotted on aerial photographs will include project environmental study area boundaries and project delineation limits, roadway alignment and stationing when available. Data will include wetland boundaries, wetland types, OHWM and location of data collection points, photographs, and wetland acres. Map scale must be drawn to a scale of 1-inch = 200-feet.

Documentation of Findings. Consultant shall prepare documents according to State procedures (January 2013 DRAFT).

Quality Control. **The Consultant shall perform thorough QC checks prior to any official submittal to State.** Reports and associated data sheets shall be scrutinized for accuracy and completeness. The consultant shall submit to State evidence that the wetlands documents have had a quality control review by a Qualified Wetland Scientist or Project Manager (as defined in the firm's current, approved NEPA Certification submittal - Category 101A), other than the document author. The submittal shall accompany both draft and final documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer. Inadequate delineation reports and/or geospatial data will be returned to the Consultant for correction.

Electronic Files and Transmittal Letter or Email. Consultant shall submit the delineation materials to State in electronic format as described in Section F. All geospatial data shall be post-processed to correct GPS data inaccuracies, compile all required information in the State geodatabase attribute tables, and checked for completeness, accuracy, and conformance to State data standards (see Section F). Geospatial data shall provide an accurate representation of field observations. If contract includes permitting services, Consultant shall submit the wetland delineation to the LPA design consultant to assess impacts of the road improvements on wetlands and other waters of the U.S. A Waterway Permit Data Sheet Form will then be completed by the LPA's design consultant and the design consultant or LPA, shall forward to Consultant for use in completing the Section 404 permit application. Files shall be accompanied by a transmittal letter or email.

## **12. SECTION 404 NATIONWIDE PERMITTING SERVICES**

Pre-Application Meeting. Consultant shall discuss with the State the necessity of a pre-application meeting. If required, the Consultant shall arrange for, attend and conduct a pre-application meeting with the USACE, State, the LPA and their design consultant, and other interested resource agencies to discuss the wetland delineation and other issues relating to fill and disturbance impacts. Consultant shall prepare and distribute minutes. This activity would be considered in-scope, however Consultant must obtain written approval from the LPA or State when acting on the LPA's behalf, to attend and conduct the meeting. **With LPA or State approval, Consultant will be able to use the estimated hours for the meeting attendance and documentation.**

404 Nationwide Permit Application Package. Consultant shall prepare a 1st Draft of the 404 Permit Application Package consisting of the 404 Permit Application and Wetland Delineation Report, and the Waterway Permit Data Sheet from the design consultant (this is needed for NDOT review of whether all culverts and other items are included). The package shall include a complete project description, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. Electronic files of the documents will be submitted to State for review and approval. The Consultant shall revise materials per State comments and resubmit a subsequent draft to State for review and approval.

Jurisdictional Determination (JD) from the USACE. In some cases, at State's direction, the Consultant shall request the USACE to make a Preliminary and/or Final JD decision. The JD request would consist of the Consultant's submittal of either a preliminary wetland determination or a final delineation, along with a cover letter requesting the JD. If the JD request would require additional supporting documentation beyond that specified above, at State's direction additional scope would be defined and a supplement to this Agreement would be negotiated.

Agency Coordination. Consultant shall correspond with the USACE, whether in writing or personal contact documented in a telephone memo or meeting notes. Consultants are expected to be available to provide additional information, answer questions, respond to public comments, and attend and conduct a meeting, if necessary. This activity would be considered in-scope, however Consultant must obtain written approval from the LPA, or State on LPA's behalf, to attend and conduct the meeting. With written approval from LPA, or State on LPA's behalf, Consultant will be able to use the hours for the meeting attendance and documentation. Any correspondence with the USACE, if necessary, shall be submitted to the State in draft form for approval from LPA, or State on LPA's behalf, at least 10 days before final submittal. If needed, Consultant shall coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant shall obtain a Letter of Opinion from NDEQ, stating compliance with the non-degradation clause of Title 117 Nebraska Surface Water Quality Standards.

Final Deliverables. Consultant shall prepare and submit to LPA, or State on LPA's behalf, the electronic files and hard copies of all materials. For the final package, the Consultant will submit one bound copy to LPA and electronic files to State on NDOT's ftp site. The Consultant shall submit a hard copy of the 404 permit application package to the USACE and NDEQ (when required) unless otherwise directed by LPA, or State on LPA's behalf.

### **13. SECTION 404 INDIVIDUAL PERMIT APPLICATION**

~~Alternatives Analysis and Sequencing Demonstration. If required, all tasks specified above for Nationwide permits, also apply to Individual Permits with the following additional tasks: Consultant shall prepare an Alternatives Analysis and Sequencing Demonstration for inclusion with the Individual Permit Application. For LPA projects, this will involve incorporating materials provided by the LPA's design consultant. The~~

~~Consultant will also handle coordination activities with the USACE and other regulatory and resource agencies, as needed.~~

## **14. MITIGATION PLAN**

### **14-1 – SITE IDENTIFICATION**

Objective: Identify parcels suitable for permittee-responsible mitigation development.

#### 14-1a – Desktop Site Identification

Activities: Perform desktop analysis sufficient to identify at least four mitigation site options. Hydric soils (NRCS), wetland signatures, surface hydrology, and access will be specifically considered.

Meetings: No meetings are anticipated.

Deliverables: Site Identification Report – to document and map potential mitigation sites for City consideration.

#### 14-1b– Site Visit

Activities: Obtain rights of entry for potential mitigation sites.

Three members of the CONSULTANT design team perform a one day site visit intended to further evaluate potential mitigation sites.

Meetings: No meetings are anticipated.

Deliverables: Site Visit Technical Memorandum

Notes: Neither an archeological investigation/survey, nor an HMR (or Phase 1 environmental site assessment) are included in this Task (or any subsequent Tasks within this Scope of Services). If required, CONSULTANT could complete these tasks as supplemental services.

Ultimate site selection is at the discretion of the City and is contingent upon real estate negotiations that would be performed by others.

**FOLLOWING COMPLETION OF TASK 14-1, CONSULTANT WILL NOT PROCEED WITH SUBSEQUENT TASKS UNTIL THE CITY HAS EITHER ACQUIRED THE SELECTED SITE OR INSTRUCTED CONSULTANT TO PROCEED**

### **14-2 – HYDROLOGIC AND HYDROGEOLOGIC DATA**

## 14-2a – Preliminary Screening Assessment of Depth to Groundwater

### Activities: Collect Data:

- Statewide water-table maps (UNL-CSD)
- Well registration records of static water-table depth (NDNR)
- Monitoring well water-table depth (UNL-CSD / USGS / NRDs)
- Modeled water-table elevations and depth to groundwater using outputs from the Big Blue and Little Blue River Basins Model, and Lower Platte River and Missouri River Tributary Basins Model (CONSULTANT)
  - 1:24K scale topographic maps (USGS)
  - Geological maps and descriptions of glacial till and unconsolidated aquifer units of the county (UNL-CSD / CONSULTANT)
  - Aerial photography / satellite images (USDA / Google)

### Assess Data:

- Generate maps at local scale to review available digital information for potential wetland mitigation sites
- Compile a listing of sites showing the most potential to have groundwater connection

## 14-2b – Mapping Water-Table Elevation and Depth to Groundwater

### Activities:

- Collect land surface elevations from LiDAR or DEM (NDNR / USGS)
- Parse data to include only that nearest the site
- Perform statistical analysis of water level data
- Plot hydrographs of water levels
- Interpolate and map water levels and depth to groundwater
- Interpret findings and write report
- Review and address comments; finalize groundwater report

Deliverables: Groundwater Report

Notes: The activities contained in this Task would be performed for the selected site only.

## 14-2c – Hydrology and Hydraulics

Activities: Gather data and perform hydrologic and hydraulic (H&H) calculations to assess potential hydrologic sources for the Site. Activities associated with this Task include:

- Gather data necessary for analysis, including topography, land use, soil types, and available soil parameters.
  - Perform watershed delineation and calculate peak discharges using NDOT Hydraulic Analysis Guidelines (2015).
  - Perform basic hydraulic calculations using HEC-RAS 5.0.3, or other applicable software.
  - Determine a water budget based off surface water inflows and outflows. Inflows will include direct precipitation, runoff, and any stream diversion inflows. Outflows will include evapotranspiration, seepage losses, and flows through a potential outlet control structure. Groundwater inflows and outflows will not be included in the water budget.

Deliverables: H&H Technical Memorandum documenting data collection, calculations, water budget, and recommendations regarding wetland hydrology and mitigation design.

Notes: The following key understandings and assumptions apply to this Task:

- All necessary metadata for the project survey will be provided to facilitate integration with CADD and/or GIS datasets. Metadata will include details regarding the horizontal coordinate system, vertical datum, and units of measurement.
- Topographic data will be provided in Microstation and Geopak TIN format, including break lines and spot elevation in a 3D Microstation file format.
- Topographic quadrangles, digital elevation models (DEMs) or gridded LiDAR data, land use, and soil survey data will be readily available online and at no charge.
- Watershed delineation will be performed in the ArcGIS environment.
- Peak discharge calculations for the 2-year and 10-year flood events will be performed using NDOT Hydraulic Analysis Guidelines (2015).
- Normal depth and hydraulic calculations will be performed using HEC-RAS 5.0.3. Software versions will be those available to CONSULTANT at the time the work is performed.
- This Task does not include stream gage data analysis.
- This Task does not include calculation of stage-storage-discharge curves or design of control structures.
- This Task does not include floodplain hydraulic analysis.
- Preparation of floodplain development, stream alteration, and other permits are not included in this Task.

#### 14-3 – BASELINE WETLAND DELINEATION

Objective: Determine the type, size, and location of existing wetlands and water resources on the selected site.

Activities: Prior to site development, two CONSULTANT wetland professionals will visit the site and perform wetland and water resource delineations, in accordance with applicable USACE and NDOT guidance documents.

Meetings: None Anticipated.

Deliverables: Baseline Wetland Delineation Report

#### 14-4 – MITIGATION CONCEPT

Activities: Formulate one mitigation concept for the selected site.

Meetings: One conference call with the City to discuss, and possibly modify, the mitigation concept.

Deliverables: Technical Memorandum – to include a conceptual grading/planting plan and accompanying narrative.

Conference Call Notes

#### 14-5 – 12 POINT MITIGATION PLAN

Activities: Prepare a 12 Point Compensatory Wetland Mitigation Plan in accordance with 33 CFR 332.4(c).

Meetings: None anticipated.

Deliverables: 12 Point Compensatory Wetland Mitigation Plan

Notes: CONSULTANT is already under contract to prepare a CWA Section 404 Nationwide Permit Pre-Construction Notification. As such, this Task is specific to 12 Point Mitigation Plan development and does not include further effort toward Pre-Construction Notification.

#### 14-6 – DESIGN PLANS

Activities: Develop plans and special provisions suitable for bid letting and construction. Design drawings will include most, or all, of the following:

- Aerial Sheet
- General Information Sheet
- Control Point Ties
- Control Point / P.I. / Curve Data
- Wetland Spot Elevations
- Wetland Cross Section(s)
- Construction and Removal Sheet
- Wetland Grading Plan
- Wetland Seeding and Planting Plan
- Temporary Sediment and Erosion Control Plan
- Fencing Plan
- Project Quantities
- Special Provisions

Deliverables: Design plans, special provisions and quantities.

Plan Format: Prepare plans consistent with the following:

- Prepare plan and profile plan sheets on a scale of 1" = 100', and "2L" (enlarged detail) sheets on a scale of 1" = 50' (rural) or 1" = 20' (urban).
  - All full-sized plan sheets must be approximately 24" x 36". All half-size plan sheets must be 11" x 17".
  - Follow NDOT's CADD drafting procedures and guidelines in preparing the project plans.
  - Tie the project into the State Plane Coordinate System using NAD 1983 (95) for horizontal control. Coordinate with the Geodetic Survey office for the Project Datum Adjustment Factor (DAF).

Notes: CONSULTANT to utilize NDOT standard contract documents and technical specifications.

Written specifications pertaining to seeding, plantings, and/or erosion/sediment controls will be coordinated with—or wholly completed by—NDOT's Roadside Development and Compliance Unit. Plans will specify that the construction contractor is to provide an As-Built Drawing.

On-site review of construction activities is not a part of this proposal. Further, no Tasks contained within this proposal include coordination with the Nebraska Department of Natural Resources or surface water-related permitting.

This Task includes no ROW design.

Wetland mitigation plans will be incorporated into the Seward Trail plan set.

#### 14-7 – DESIGN PLAN REVISIONS

Activities: Revise and resubmit design drawings and quantities, in response to County and/or NDOT comments.

Deliverables: Up to three (3) Revised Plan Sets.

#### 14-8 – MITIGATION MONITORING

~~Objective: Following mitigation construction, determine and document the type, size, and location of wetlands that develop on the Site and whether or not the Site is developing in accordance with established success criteria.~~

~~Activities: Two CONSULTANT professionals shall visit the Site once during the first full growing season (only) that follows construction. Plant communities, hydrology, and hydric soils shall be evaluated and documented. Photo documentation will be collected. Report format will include narrative, figures, data forms, and photo pages.~~

~~Deliverables: 1<sup>st</sup> Annual Wetland Mitigation Monitoring Report.~~

~~Notes: Permit associated monitoring requirements often extend for five years following construction. This scope of services includes only the first year of monitoring. If necessary, additional years of annual monitoring can be provided as supplemental services.~~

#### PROJECT DELIVERABLES

The following deliverables (detailed above) will be prepared by CONSULTANT, in association with this contract.

1. Site Identification Report (Task 14-1a)
2. Site Visit Technical Memorandum (Task 14-1b)
3. H&H Technical Memorandum (Task 14-2)
4. Baseline Wetland Delineation Report (Task 14-3)
5. Mitigation Concept Technical Memorandum (Task 14-4)
6. 12 Point Mitigation Plan (Task 14-5)
7. Design Plans, Special Provisions, and Quantities (Task 14-6)
8. Design Revisions (Task 14-7)
9. Monitoring Report (Task 14-8)

#### 15. SECTION 408

The proposed trail alignment for the project is located within 500 feet of the existing levee system from the Seward County Fairgrounds south and east to the west side of Highway 15. Construction within the limits of U.S. Army Corps of Engineers public projects requires a Section 408 authorization.

Tasks

- Coordinate project details with Corps of Engineers point of contact.
- Prepare written request including: Project Description, Project Location Exhibits (aerial photo), Technical Analysis (e.g. Geotechnical, Hydraulic, Structural), Real Estate Interest Required, Operation and Maintenance Needs, and Project Schedule. Provide "No Adverse Impact Certification" and supporting project details.
- Address comments generated during Corps of Engineers review of documentation.

**PUBLIC INVOLVEMENT**

The Consultant) shall serve as the agent for the Client, representing the Client in all matters related to public involvement services for this project, with the exception of *(list any tasks to be conducted by the Client or others)*:

1. Civil Rights Analysis
2. Preparation of a distribution list of stakeholders and contiguous property owners
3. Preparation and dissemination of a press release in regards to public involvement
4. Ordering and posting temporary public meeting highway signs (if needed)

It is anticipated that the project will require the following major tasks *(include the following, as appropriate)*:

1. Project Management and QA/QC
2. Public Information Meeting (PIM)

**APPLICABLE PUBLICATIONS:**

Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT website.

NDOT Public Involvement Procedure

<http://dot.nebraska.gov/media/3964/ndor-public-involvement-procedure.pdf>

**CLIENT SHALL PROVIDE:**

1. As-built or design plans of the existing and adjacent roadways (if available).
2. Electronic files of current aerial photographs (if available).

3. Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available).
4. If applicable, cover any costs associated with securing or using meeting venue(s)
5. Typical Sections, Preliminary Plans, or other design documents
6. Distribution list of stakeholders and contiguous property owners
7. Press Release to be sent two weeks prior to public information meeting (optional)
8. Temporary signage to be installed 15 days prior to public information meeting (if needed)
9. Templates for standard reports, legal notices, handouts, comment response letters, etc., for materials being developed for Client

**CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:**

~~Consultant will work with the Client to develop a Public Involvement Plan to address public notification, develop a database of project stakeholders and plan for the PIM, one-on-one meetings, or agency meetings that might be necessary. Consultant will assist the Client in conducting a Public Information Meeting (PIM) including setup, facilitation and teardown. Consultant will:~~

- ~~1. **Project Management.** This task includes activities to develop and monitor project schedules, workload assignments, and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the Client; and maintain project records.~~
2. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks prior to any official submittal
3. **Identify Venue** and arrange for booking. Provide a meeting venue floor plan including identification of ADA compliant access routes, location of display and presentation materials, and seating arrangement, if applicable;
4. **Prepare a Legal Notice** of meeting to include project location, purpose and need, planned construction, state if additional right of way or easements will be needed to construction the project, additional impacts and construction schedule
5. **Public Notice Publication**, verify local newspaper distribution schedule and critical dates and submittal information related to legal advertisements. **Client** will place advertising for the public notice in one local (Nebraska Press Association (NPA) certified paper at least 15 days prior to event with two affidavits of publication.
6. **Postal Outreach**, Prepare and distribute invitations to property owners directly adjacent to the project and other project stakeholders from a list provided by the

Client, anticipate 22 invitations sent through the U.S. Postal Service.

7. **4f Informational Poster**, 4 posters showing publicly owned park and recreation areas that are open to the general public, publicly owned wildlife and waterfowl refuges, and public or privately owned historic sites. The term historic sites include prehistoric and historic districts, sites, buildings, structures or objects listed in, or eligible for, the National Register of Historic Places, if applicable;
8. **Prepare aerials** with proposed alternatives and potential impacts;
9. **Posters**, anticipate 2 other informational posters, note types of posters.
10. **Develop Advertising** for public meetings \_\_\_ radio adds, 1 website.
- ~~11. **Provided Translators** for public information meeting and for public meeting anticipate \_\_\_ documents (if needed).~~
12. **Prepare a Fact Sheet** suitable for a mailer or handout at the PIM; The Fact Sheet will be similar to the legal notice and include the project location, purpose and need, scope of work, traffic volumes, construction schedule, accommodations of traffic, ROW, potential impacts, additional costs, location map/detour map and appropriate logos (FHWA, NDOT, Clients logo, Preliminary Plan Stamp – NO consultant logos / branding);
13. **Prepare for and Attend the Public Meeting** meet approximately 15 minutes before the actual public meeting for the project team to review key facts/information and to go over any potential issues and to provide suggestions on how to approach questions and/or conflicts.
14. **Prepare a matrix** summarizing general comments and concerns from the previously held public meeting and written comments. The client will identify those comments which warrant a response. The Consultant will prepare 8 draft responses and revise them as needed based on the Clients review comments. The approved responses will be mailed by U.S. Postal Service. The Consultant is to anticipate 8 responses.
15. **Summary Memo**, the Summary Memo is summary of what done to involve and inform the public of the proposed improvements and to solicit the public's comments and concerns.
16. **Public Involvement Report**, (which will include a summary of the outreach performed [tools used, information about the distribution list, legal notice publication dates, specified comment period date, etc.], a table of summarized comment/responses, and attachments that consist of what the public received in their project information packet, the comments received, and the final signed

responses to the comments. The public involvement report/summary memo and attachments shall be attached to the CE. [Additional deliverables shall be inserted for various levels of public outreach.]

~~17. Public Information Packet.~~ Consultant will assist the Client in the development of a Public Information Packet, as described by NDOT's PI Reports outline. Consultant will:

- ~~• Prepare Cover Letter~~
- ~~• Develop Comment Form~~
- ~~• Include the Legal Notice~~
- ~~• Include the Fact Sheet in the packet~~

~~18. Packet Distribution.~~ Consultant will coordinate the mailing of the Public Information Packet, using a distribution list provided by the Client. The Client will coordinate hand-delivery of packets to the businesses and property owners adjacent to the project

## 19. MEETINGS

Meetings anticipate;

- ~~\_\_\_ Kickoff meeting~~
- ~~\_\_\_ Project status meeting(s)~~
- 1  Public meeting
- ~~\_\_\_ Comment review meeting(s)~~
- 5 One on one meeting(s)
- ~~\_\_\_ Agency meeting(s)~~

Other. (Additional project specific tasks may be added here).

## 20. SECTION 4(F) PUBLIC OUTREACH

~~Due to the change in the trail alignment through the Seward County Fairgrounds and Independence Landing since the January 2019 public meeting, it is assumed additional public outreach will be required to satisfy the Section 4(f) evaluation. This outreach is assumed to be conducted through a mailer focused on property owners within a quarter mile of the fairgrounds and also included on the City's website.~~

### Tasks

- ~~(a) Draft mailer and incorporate comments from NDOT and the City of Seward~~
- ~~(b) Develop mailing list~~
- ~~(c) Receive comments during comment period~~

~~(d) Document public comments received and develop responses to such comments.~~

~~(e) Prepare a summary memo of the public outreach.~~

## **DIRECT COST ITEMS**

- Venue;
- ~~Nametags, Sign-In Sheets, comment forms;~~
- Informational posters

**21. ENVIRONMENTAL RE-EVALUATION, AFTER ROW DESIGN** After the review and approval of the Right of Way design by NDOT's ROW Division the Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The consultant is to submit a "Re-evaluation Approval Request" for approval by the NDOT, LPA Environmental Coordinator.

**22. REVIEW OF NEPA DOCUMENTS AND COMMITMENTS AFTER ROW ACQUISITION** Modifications to the final design may have been made during the acquisition of the right of way needed to construct this project. The Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The consultant is to submit a "Re-evaluation Approval Request" for approval by the NDOT, LPA Environmental Coordinator.

## **GREEN SHEETS**

~~NEPA Coordination (Green Sheets) The Project Sponsor or consultant, on the Project Sponsor's behalf, will submit the Green Sheet to the NDOT NEPA Specialist and Local Projects Section for review. The Green Sheet must be submitted in a word document format with the attachments in a PDF format. And developed using guidance from the NDOT LPA Green Sheet Guidance document~~

~~(<http://dot.nebraska.gov/media/7789/lpa-greensheet-guidelines.pdf>)~~

## **DELIVERABLES:**

- ~~1. Project Schedule~~
- ~~2. Monthly Invoices and Progress Reports~~
- ~~3. Meeting Minutes~~
- ~~4. Public Information Meeting Documents and Maps~~
- ~~5. Public Involvement Summary Memo of entire public involvement process, public comments and responses to written comments~~

6. Public Involvement Report
7. Stakeholder letters addressing Comments

### **PROJECT MANAGEMENT**

~~This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare project correspondence with the LPA or State on LPA's behalf; and maintain project records. Monthly Progress Reports shall be prepared and submitted according to the schedule provided by LPA, which may or may not coincide with Consultant's invoicing schedule.~~

~~This task includes preparing a detailed project schedule documenting project milestones and critical paths. The schedule will be updated and submitted to LPA, NDOT, and FHWA on a quarterly basis.~~

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### **TRAVEL TIME**

~~Site Visits. Consultant will (as needed) conduct up to 1 site visit for wetlands and stream review.~~

### **DELIVERABLES (IDENTIFIED IN "SCOPE ITEMS TABLE" AND "CONSULTANT SHALL PROVIDE (SECTION D") ABOVE:**

~~Final Deliverables. Consultant will prepare final deliverables and submit to LPA the electronic files and hard copies of all materials.~~

**~~(Send all Deliverables to the LPA and State when acting on LPA's behalf, for review prior to submittal to the State and FHWA.~~**

~~Monthly Invoices with Progress Reports per LPA's scheduled delivery dates~~

~~Meeting Minutes (if meetings are held)~~

~~The Appropriate Level of CE Document (Level 1, 2, 3) and supporting attachments and file data~~

~~NRCS Form CPA-106 for Corridor Type Projects, if needed~~

~~Hazardous Materials Review (HMR) report, if needed~~

~~Section 4(f) Initial Assessment Form and exception/de minimus documentation (if required)~~

~~Section 6(f) Documentation~~

~~Wetland and Stream Delineation Report - For Full Delineation, USACE Wetland Determination Data Sheets (Midwest or Great Plains Regional Supplements) and Wetland Delineation Report including Plot(s) showing Wetland Boundaries, Wetland Types, OHWM, Waters of US and Location of Data Collection Points and Photos, and associated geospatial data (See section F data transfer below)~~

404 Permit Application (Nationwide or Individual) - 404 Permit Application Package consisting of 404 Permit Application, Water Way Permit Data Sheet, and Wetland Delineation Report. For Individual Permits, includes Alternatives Analysis and Sequencing Demonstration (Hard Copy and Electronic Files)

Mitigation Plan (if required)

Section 404 Authorization Letter, and if required, NDEQ 401 Water Quality Certification or Letter of Opinion regarding compliance with Title 117

A current Jurisdictional Determination from the USACE (if required)

Threatened and Endangered Species BE Review Request Letter

~~Public Involvement Plan~~

~~Official Legal Notice~~

~~Project Information Packet~~

Public Involvement Report

Quality Control documentation

PDF copies of all materials and final electronic files (i.e. geodatabases for wetland delineations) as stated above. All supporting information shall be submitted to the State for their Project File.

#### DATA TRANSFER

It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the LPA or State and for all electronic files prepared by the Consultant and supplied to the LPA or State.

For wetland delineations - plot(s) showing wetland boundaries, environmental study area boundaries, wetland types, acres, waters of US and location of data collection points and photo points, will be submitted in GIS Geodatabase (.mdb or .gdb). Coordinate system projections for all submittals shall be: NAD 1983 State Plane Nebraska FIPS 2600 (Feet). The submittal will include a completed attribute table with relevant information, such as wetland name and type, for each feature, as described in State's (2013) procedure.

#### **WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION**

~~The Consultant shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around existing water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor reconstruction or relocation involving a public utility due to a roadway improvement and not a project initiated by the utility. Sometimes it is beneficial for municipalities (LPAs) to upgrade existing facilities concurrently with a transportation~~

~~construction project. Federal aid Highway Transportation funds may not be used for betterments to water or wastewater systems. Only portions of the system directly impacted by improvements to the roadway may receive Federal aid Highway Transportation funds. The pay items for improvements to the water and waste water systems will need to be separated out from the pay items for which Federal participation is allowed.~~

~~1. **Wastewater Reconstruction Plan Sheets.** The design of the wastewater collection system shall comply with the requirements of the Federal and State Clean Water Acts. Design and construction of facilities for the City's the design of the system shall generally follow the Recommended Standards for Sewage Works, a Report of the Committee of the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers (10 State Standards). Details of construction shall conform to the LPA's Standard Specifications for Municipal Construction and Standard Plans if applicable. All plans for construction of wastewater system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department and the State of Nebraska Department of Environmental Quality prior to construction.~~

- ~~• Horizontal Alignment~~
- ~~• Vertical Alignment~~
- ~~• Detail Drawings~~
- ~~• Utility Conflict Verification and Resolution~~

~~2. **Water Main Reconstruction**, Plan Sheets (SP). The design of water mains, water distribution systems, valves, backflow preventers, fire hydrants, etc. shall comply with the Federal and State Safe Drinking Water Acts. The design of the system shall generally follow the standards of the American Water Works Association (AWWA) and the Recommended Standards for Water Works, a Report of the Committee of the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers (10 State Standards). The design and construction of the improvement shall comply with LPA's Standard Specifications for Construction and Standard Plans if applicable. Fire flow requirements shall generally follow those in the Fire Suppression Rating Schedule published by the Insurance Services Office. All plans for the construction of water system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department, the Local Fire Department and if applicable the State of Nebraska Department of Health and Human Services, prior to construction. The Nebraska Safe Drinking Water Act and regulations require plans and specifications for all major construction related to public water systems be prepared by a registered professional engineer and be approved by the Department of Health and Human Services before construction costs are committed by the system owner. The law defines major construction as structural changes that affect the source of supply, treatment processes, or transmission of water to service areas, but it does not include the extension of service mains within an established service area.~~

- ~~• Horizontal Alignment~~
- ~~• Vertical Alignment~~
- ~~• Detail Drawings~~

- ~~Utility Conflict Verification and Resolution~~

**Geotechnical**

~~Geotechnical Investigations~~ the Consultant will provide geotechnical investigations of the subgrade on areas to be surfaced roadways, parking lots, trails with borings every 500 feet unless otherwise directed by the engineer, and prepare the pavement determination.

**1. ~~Data Research~~**

~~Based upon current site topography, the site grading is expected to be minor, with cuts and fills sloped at 3H:1V or flatter. Borings will be taken expect \_\_\_\_\_ soil test with the project. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual. The field exploration program consists of the following:~~

<b>Number of Borings</b>	<b>Boring Depth (feet bgs)</b>	<b>Planned Location</b>

**2. ~~Design Recommendations~~**

~~The Consultant shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing retaining walls, bridges, and pavements for the project.~~

**3. ~~Geotechnical Report~~**

~~The Consultant shall prepare and submit three (3) copies of a geotechnical report to the RC for review.~~

**Coordination for Railroad Viaducts**

~~Overview, railroad coordination will be performed by NDOT staff, with the exception of preparation of the "Theoretical Cost Estimate" if needed. The following is for the consultants information and use in developing the design schedule.~~

~~After the Preliminary Design (PIH/30%) submittal the RC forwards the PIH plans and the bridge data information (TS&L's) to the NDOT's Rail Division for their review and submittal to the Railroad for their review. Note, the PIH may occur before or after the railroad's review and it will take 45 to 60 working days for the railroad to complete their review.~~

~~After the 90 percent, plan review is complete by NDOT ROW Division, the NDOT Bridge Division and the RC. The consultant is to prepare and submit a "Theoretical Cost Estimate" to the RC. The NDOT's Rail Division will forward the reviewed plans and documents to the Railroad for their review. Note the review and approval of these documents may take the railroad 3 to 6 months complete.~~

#### ~~1. Theoretical Cost Estimates~~

~~Theoretical Cost Estimates are only needed for projects the railroad is participating in the project cost. The Code of Federal Regulations Title 23, Chapter I, Subchapter G, Part 646, Subpart B, Section 642.210(c) (1) states:~~

~~"Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the State highway agency."~~

~~On all new Grade Separation Projects, by law, it was established the railroad's participation in the project cost (NEPA studies, preliminary engineering, construction engineering, right of way and construction cost) be based on a two-lane theoretical structure from touchdown to touchdown located on alignment over the existing at-grade crossing that is to be eliminated.~~

~~With the exception for viaducts construction on new horizontal alignment, the railroad's participation in the right of way cost would be for the estimated ROW cost had the project been constructed on the original alignment of the at-grade crossing.~~

~~The NDOT Rail Division will submit the following items to the railroad:~~

- ~~1. The final (100%) bridge plans.~~
- ~~2. NDOT approved ROW plans, appraisal and acquisition documents.~~
- ~~3. A construction and maintenance agreement, which can take up to 6 to 9 months for the railroad to review and approve.~~
- ~~4. The LPA (if they are the RC) or NDOT (if it is the RC) will make payment to the railroad for the needed easements and or right of way. Note easements, deeds etc. will not signed by the railroad until the construction and maintenance agreement is fully executed.~~
- ~~5. Recording of Easements~~
  - ~~I. Handled by NDOT ROW (if NDOT is the RC).~~
  - ~~II. Handled by the LPA (if they are the RC).~~
- ~~6. Before plans are sent to PS&E the Railroad will supply special provisions.~~

#### ~~Permitting Process~~

- ~~1) The City/County or the Utility who is occupying the Railroad ROW will need to apply for the railroad permit.~~

- ~~2) — It is up to the Railroad if the work can be completed under one permit or if each Utility will need a permit per utility.~~
- ~~3) — A processing fee of approximately \$2000 is required to process each permit by the railroad.~~
- ~~4) — The permit is valid for one year or the negotiated amount of time based on a time line.~~
- ~~5) — When to apply for the permit:~~
  - ~~a) — If the utilities will be moved prior to the project, the permit needs to be processed concurrent with the ROW phase or just after ROW acquisition.~~
    - ~~i) — If the timeline to move the utilities is anticipated to take a great length of time, the permit process should be carefully considered and arranged as to not delay the project letting. The timeline should be calculated as 2-3 months for the Railroad to process and approve the permit added to the amount of time for:~~
      - ~~(1) — The utilities to be moved by the Permit Applicant.~~
      - ~~(2) — Or the length of time needed for the contractor procured by the Permit Applicant to move the utilities as well as the time for procurement.~~
    - ~~b) — If the utilities will be moved during the project, the permit needs to be applied for as to allow 2-3 months for the Railroad to process and approve the permit prior to the project letting.~~

**Misc. Items**

- 1) **Retaining Wall Design.** Retaining Wall design is not included in this scope of services. The Consultant can provide these services through a Supplemental Agreement if it is determined that retaining walls are needed.
- 2) **Extended Preliminary Engineering Services** the Consultant may provide extended PE services through a supplement to this agreement.
- 3) **Construction Engineering Services.** The Consultant may provide Construction Engineering Services through a separate agreement.
- 4) **Right-of-Way Acquisition.** Limited Right-of-Way Acquisition Services are included in this agreement. For example Tract Maps needed for condemnation hearings.

**Schedule**

**Project Timeline.** The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The schedule will be printed on a separate document as well as included in the agreement. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

<u>Milestone</u>	<u>Week of:</u>
Notice to Proceed for Supplement 5	January 3, 2022
Complete Additional Survey	March 8, 2022

Submit Revised 30% Plans with LOC's and existing ROW	April 26, 2022
Resume 4(f) Evaluation	May 24, 2022
Resume Right-of-Way Design	May 24, 2022
Public Meeting	July 19, 2022
Submit 60%/Functional Plans to NDOT	September 20, 2022
Submit 4(f) Documentation to NDOT	September 20, 2022
Submit 404 Permit Application to USACE	December 20, 2022
Submit Draft NEPA Document to NDOT	December 20, 2022
Submit Final NEPA Document to NDOT	February 28, 2023
Submit Draft PS&E (90%) plans to NDOT	April 25, 2023
NTP to begin Right-of-way Acquisition	June 27, 2023
PS&E Turn-in	February 2024
Complete Right-of-way Acquisition	June 2024
Project Letting	June 2024

# Staffing Plan (CPFF)

# Preliminary & Final Design

**Project Name:** Seward Trail  
**Consultant:** Schemmer  
**Consultant PM:** Doug Holle  
**LPA RC:** Judy Borer  
**NDOT PC:** Judy Borer  
**Date:** December 6, 2021

**Project Number:** ENH-80(33)  
**Control Number:** 13225



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	ENV	Environmental Scientist
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	SENG	Sr. Engineer	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

<b>Overhead Rate</b> <sup>[1]</sup>
165.21%
<b>Fee for Profit Rate</b> <sup>[2]</sup>
12.90%
<b>FCCM (if applicable)</b>
0.30%

## BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications <sup>[3]</sup>	Current Actual Salary Rate/Hr <sup>[4]</sup>	% Assigned
<b>Principal</b>			
<u>Charles Huddleston</u>	<u>Executive Vice-President</u>	<u>\$84.50</u>	<u>100%</u>
		<b>Blended Rate:</b>	<b>\$84.50</b>
<b>Project Manager</b>			
<u>Doug Holle</u>	<u>Registered Engineer</u>	<u>\$66.87</u>	<u>100%</u>
		<b>Blended Rate:</b>	<b>\$66.87</b>
<b>Sr. Engineer</b>			
<u>Matt Shimerdla</u>	<u>Registered Engineer-Transp.</u>	<u>\$57.44</u>	<u>50%</u>
<u>Darin Brown</u>	<u>Registered Engineer-Structural</u>	<u>\$61.06</u>	<u>25%</u>
<u>Loras Klostermann</u>	<u>Registered Engineer-Geotechnical</u>	<u>\$57.75</u>	<u>25%</u>
		<b>Blended Rate:</b>	<b>\$58.42</b>
<b>Engineer</b>			
<u>Tim Steffen</u>	<u>Registered Engineer-Transp.</u>	<u>\$54.97</u>	<u>20%</u>
<u>Tyler Lerdahl</u>	<u>Registered Engineer-Transp.</u>	<u>\$44.24</u>	<u>30%</u>
<u>Alex Roth</u>	<u>Registered Engineer-Transp.</u>	<u>\$46.35</u>	<u>30%</u>
<u>Adam Sleeper</u>	<u>Registered Engineer-Transp.</u>	<u>\$52.50</u>	<u>20%</u>
		<b>Blended Rate:</b>	<b>\$48.67</b>
<b>Sr. Designer/Technician</b>			
<u>Kevin Snook</u>	<u>Designer-Transp</u>	<u>\$48.55</u>	<u>25%</u>
<u>Megan Starnier</u>	<u>CADD Tech-Transportation</u>	<u>\$27.83</u>	<u>40%</u>
<u>Efrain Quintanilla</u>	<u>Designer-Transp</u>	<u>\$42.63</u>	<u>5%</u>
<u>Quinten Jordan</u>	<u>Designer-Transp</u>	<u>\$47.46</u>	<u>30%</u>
		<b>Blended Rate:</b>	<b>\$39.64</b>
<b>Environmental Scientist</b>			
<u>Marie Stamm</u>	<u>Registered Engineer-Transp.</u>	<u>\$46.71</u>	<u>50%</u>
<u>Tim Steffen</u>	<u>Registered Engineer-Transp.</u>	<u>\$54.97</u>	<u>25%</u>
<u>Rob Duvall</u>	<u>Registered Engineer-Civil</u>	<u>\$53.50</u>	<u>25%</u>
		<b>Blended Rate:</b>	<b>\$50.47</b>
<b>Registered Land Surveyor</b>			
<u>Jeremy Bender</u>	<u>Registered Land Surveyor</u>	<u>\$42.05</u>	<u>100%</u>
		<b>Blended Rate:</b>	<b>\$42.05</b>
<b>Survey Party Chief</b>			
<u>Tony Bruckner</u>	<u>Registered Land Surveyor</u>	<u>\$44.43</u>	<u>33%</u>
<u>Ray Flock</u>	<u>Survey Field Technician</u>	<u>\$32.92</u>	<u>34%</u>
<u>Bill Hahn</u>	<u>Survey Crew Chief</u>	<u>\$32.92</u>	<u>33%</u>
		<b>Blended Rate:</b>	<b>\$36.72</b>
<b>Surveyor I</b>			
<u>Noah Chigas</u>	<u>Survey Technician</u>	<u>\$23.63</u>	<u>75%</u>
<u>Scot Gerwitz</u>	<u>Survey Technician</u>	<u>\$21.00</u>	<u>25%</u>
		<b>Blended Rate:</b>	<b>\$22.97</b>
<b>Administrative</b>			
		<b>Blended Rate:</b>	

# Consultant's Estimate of Hours

# Preliminary & Final Design

**Project Name:** Seward Trail  
**Consultant:** Schemmer  
**Consultant PM:** Doug Holle  
**NDOT PC:** Judy Borer  
**Date:** December 6, 2021

**Project Number:** ENH-80(33)  
**Control Number:** 13225

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
<b>I. Project Management</b>		<b>97</b>				<b>4</b>					<b>101</b>
1. Project Management		72									72
2. Project Description / Purpose and Need		1				4					5
3. Quality Assurance / Quality Control		24									24
<b>II. Meetings</b>		<b>4</b>			<b>2</b>						<b>6</b>
1. Owner Meetings.											
2. Plan-In-Hand Meeting											
3. LPA/NDOT Coordination Meetings											
4. Meetings with Utilities											
5. Public Involvement Planning Meetings											
6. Key Stakeholder Outreach											
7. City Council/County Board		4			2						6
8. Open Houses											
9. One-on-One, Small Group Meetings											
<b>III. Survey</b>					<b>22</b>		<b>18</b>	<b>127</b>	<b>103</b>		<b>270</b>
1. Preliminary Field Survey							4	42	42		88
2. Digital Terrain Model											
3. Base Map Preparation								24			24
4. Horizontal and Vertical Control							3	6	6		15
5. Section / Property Corners											
6. Existing Utilities											
7. Note Reduction / Preliminary Plotting											
8. PIH Staking the Right of Way											
9. Negotiations Staking the Right of Way.					22		11	55	55		143
10. Staking Right of Way for Condemnation Hearing											
11. Condemnation Plats											
12. Condemnation Hearings											
<b>IV. Preliminary Roadway Design (PIH / 30%)</b>			<b>16</b>	<b>188</b>	<b>116</b>						<b>320</b>
1. Complete Form DR-76											
2. Data Collection and Review											
3. Roadway Horizontal Alignment				8							8
4. Roadway Vertical Alignment				8							8
5. Template Roadway Cross sections				40							40
6. Limits of Construction				8							8
7. Earthwork				8							8
8. Roadway Geometric Design				12							12
9. Storm Sewer and Drainage											
10. Roadway and Driveway Culverts			16	16							32
11. Construction and Removal				16	48						64
12. Utility Coordination/Verification				4	8						12
13. Construction Phasing/Detour Route/Temp Roads											
14. Erosion Control				8	32						40
15. Quantities/Estimates											
16. Typical Sections											
17. 2W/2A Sheets					8						8
18. Guardrail											
19. Floodplain Identification											
20. Floodplain Permitting											
21. Plan-in-Hand Meeting/Report											
22. Working Day Calculations											
23. Pavement Determination											

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
24. SS4 Design Files Conversion to OpenRoads Designer				60	20						80
<b>V. Functional Plans (60%)</b>		<b>36</b>		<b>76</b>	<b>84</b>						<b>196</b>
1. Functional plans		24		60	60						144
2. Quantity estimates		4		8	12						24
3. 60% plan submittal		8		8	12						28
<b>VI. Draft PS&amp;E Submittal (90%) Plan Review</b>					<b>8</b>						<b>8</b>
1. Final PS&E Submittal											
2. Address comments or questions											
3. Electronic CADD files					8						8
4. Temporary erosion control											
5. Printing											
6. SWPPP											
7. QA/QC											
8. Letting Task											
<b>VII. Final PS&amp;E Submittal/Blue Line Corrections</b>		<b>17</b>		<b>24</b>	<b>24</b>						<b>65</b>
1. Final PS&E Submittal				8	16						24
2. Address comments or questions		4		8							12
3. Electronic CADD files					4						4
4. Temporary erosion control											
5. Printing		1			4						5
6. SWPPP											
7. QA/QC		4									4
8. Letting Task		8		8							16
<b>VIII. Utilities</b>		<b>5</b>		<b>8</b>	<b>8</b>						<b>21</b>
1. Assistance		4		8							12
2. Utility Location/Verification											
3. Utility Plan Submittals		1			8						9
4. Utility Permits											
<b>IX. Right of Way Design</b>		<b>16</b>		<b>22</b>	<b>58</b>		<b>8</b>	<b>16</b>			<b>120</b>
1. Existing Right-of-Way Base		4			4		8	16			32
2. Proposed Right-of-Way		8		22	22						52
3. Right-of-Way Plan Sheets		4			32						36
4. Title Research											
5. Permit to occupy right of way											
6. Prepare ROW Cost Estimate											
<b>X. Bridge Design Services</b>											
1. General PM, Field Inspections and Meetings											
2. Design Data Sheets and TS&L (Non-Hydraulic Str)											
3. Design Data Sheets and TS&L (Hydraulic Str)											
4. Final Bridge Design											
5. Final Bridge Plans											
6. Load Rating Services											
7. Review Shop Drawings											
8. Construction Consultation											
9. Girder Shim Calculations											
<b>XI. Environmental Coordination</b>		<b>140</b>	<b>56</b>	<b>41</b>	<b>96</b>	<b>288</b>					<b>621</b>
1. Review of NEPA documents and commitments		4		8							12
2. NEPA exhibits		1			4						5
3. Preliminary Waterway Permit Data Sheet		1		4	4						9
4. Wetlands Impacts											
5. Permits											
6. Floodplain Permit											
7. Army Corps of Engineers 404 permit		16			8	24					48
8. NPDES, SWPPP & NOI											
9. Activity Checklists		1				3					4

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
10. NEPA Coordination											
11. Wetland Impact calculations		1		1	4						6
CE Document and Resource Review		35				77					112
Farmland											
Section 106 Review Request Letter		1				2					3
Section 4(f) Exception (Plum Creek Trail)		4			4	24					32
Section 4(f) De Minimis (Independence Landing)		16			10	48					74
Section 4(f) De Minimis (Seward County Fairgrounds)		20			14	56					90
Section 6(f) Analysis Documentation											
Floodplain Review											
Water Quality Review											
T&E Review		1				2					3
Hazardous Materials Review		4			16	28					48
Wetland Coordination		2			4						6
Section 404 Nationwide Permitting Services		4			4	24					32
Wetland Mitigation Plan Coordination											
Site Identificaiton		3									3
Site Visit		6									6
Hydraulic Calculations and Report		4		24							28
Mitigation Plan Coordination		8		4	8						20
Section 408 Review and Certification		8	56		16						80
<b>XII. Public Involvement</b>		<b>76</b>	<b>8</b>	<b>64</b>	<b>152</b>	<b>80</b>					<b>380</b>
1. Project Management											
2. Quality Assurance/Quality Control		4		4							8
3. Identify venue				4							4
4. Prepare a legal notice		1			4						5
5. Public Notice publication					3						3
6. Postal Outreach		1		2	8						11
7. 4f Informational Poster		1		2	6						9
8. Prepare Aerials		2		8	16						26
9. Posters		1		8	8						17
10. Develop advertising		1			4						5
11. Provided translators-											
12. Prepare Fact Sheet				2	6						8
13. Prepare for and attend the Public Meeting		12	8	16	20						56
14. Prepare a matrix		8		12	16						36
15. Summary Memo		2		4	12						18
16. Public Involvement Report		2		2	12						16
17. Public Information Packet-											
18. Packet Distribution-											
19. Meetings		25			5						30
20. Environmental re-eval after ROW Design		8			16	40					64
21. Environmental re-eval after ROW Acquisition		8			16	40					64
Section 4(f) Public Outreach											
Prepare Mailer and Incorporate NDOT/City Comments											
Develop Mailing List											
Document Comments											
Prepare Comment Responses											
Prepare Summary Memo											
<b>XIII. Water Line &amp; Sanitary Sewer Reloc/Reconst</b>											
1. Water Line											
2. Sanitary Sewer											
<b>XIV. Geotechnical Evaluation</b>											
1. Data Research											
2. Design Recommendations											
3. Geotechnical Report											

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
<b>XV. Coordination for Railroad Viaducts</b>											
1. Theoretical Cost Estimate											
<b>XVI. Miscellaneous Items</b>											
1.											
2.											
<b>Total Days</b>		48.9	10	52.9	71.3	46.5	3.25	17.9	13		264
<b>Total Hours</b>		391	80	423	570	372	26	143	103		2,108.0

# Direct Expenses

# Preliminary & Final Design

Project Name: Seward Trail  
 Consultant: Schemmer  
 Date: December 6, 2021

Project Number: ENH-80(33)  
 Control Number: 13225

Subconsultants:			Amount
EA Engineering Science Technology (wetland delineation, permitting assistance and wetland mitigation)			\$92,150.00
<b>Subtotal</b>			<b>\$92,150.00</b>
Printing and Reproduction:	Qty	Unit Cost	Amount
Final Plan Printing	1	\$600.00	\$600.00
Public Meeting Expenses	1	\$500.00	\$500.00
<b>Subtotal</b>			<b>\$1,100.00</b>
Mileage/Travel:	Qty	Unit Cost	Amount
Meeting/site visit Mileage	1110	\$0.560	\$621.60
Survey Mileage	2720	\$0.560	\$1,523.20
<b>Subtotal</b>			<b>\$2,144.80</b>
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax		\$126.00	
Meals & Incidentals (GSA Standard Rate, full days)		\$55.00	
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
<b>Subtotal</b>			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Postage	1	\$100.00	\$100.00
<b>Subtotal</b>			<b>\$100.00</b>
<b>TOTAL DIRECT EXPENSES</b>			<b>\$95,494.80</b>



# Project Cost & Breakdown

# Preliminary & Final Design

**Project Name:** Seward Trail  
**Consultant:** Schemmer  
**Consultant PM:** Doug Holle  
**NDOT PC:** Judy Borer  
**Date:** December 6, 2021

**Project Number:** ENH-80(33)  
**Control Number:** 13225

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal		\$84.50	
Project Manager	391	\$66.87	\$26,146.17
Sr. Engineer	80	\$58.42	\$4,673.60
Engineer	423	\$48.67	\$20,587.41
Sr. Designer/Technician	570	\$39.64	\$22,594.80
Environmental Scientist	372	\$50.47	\$18,774.84
Registered Land Surveyor	26	\$42.05	\$1,093.30
Survey Party Chief	143	\$36.72	\$5,250.96
Surveyor I	103	\$22.97	\$2,365.91
Administrative			
	2108	<b>Subtotal</b>	<b>\$101,486.99</b>

DIRECT EXPENSES	Amount
Subconsultants:	\$92,150.00
Printing And Reproduction:	\$1,100.00
Mileage/Travel:	\$2,144.80
Lodging/Meals:	
Other Miscellaneous Costs:	\$100.00
<b>Subtotal</b>	<b>\$95,494.80</b>

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$101,486.99
Labor Cost Escalation Factor for Multi-year Projects (if allowed): <b>Y</b> <b>3.0 years @ 3.0% / year = 3.05%</b>	\$3,095.35
Overhead @ <b>165.21%</b>	\$172,780.49
Facility Capital Cost of Money (FCCM) @ <b>0.300%</b> (labor costs x FCCM%)	\$313.75
Direct Expenses	\$95,494.80
Fee for Profit Rate @ <b>12.90%</b>	\$35,779.81
<b>TOTAL COST</b>	<b>\$408,951.19</b>

# Staffing Plan

# Mitigation Plan

**Project Name:** Seward Trail  
**Consultant:** EA Engineering, Science, Technology, Inc, PBC  
**Consultant PM:** Frank Doerneman  
**NDOR PC:**                       
**Date:** December 8, 2021

**Project Number:** ENH-80(33)  
**Control Number:** 13225



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	DES	Designer
2	PM	Project Manager	7	TECH	Technician
3	SENG	Sr. Engineer	8	ADM	Administrative
4	ENG	Engineer	9	ST	Survey
5	SDES	Sr. Designer	10	ENV	Environmental Scientist

<b>Overhead Rate</b> <sup>[1]</sup>
% 
<b>Fee for Profit Rate</b> <sup>[2]</sup>
% 
<b>FCCM (if applicable)</b>

## BLENDED RATES TABLE

Employee Name	Job Title & Certifications <sup>[3]</sup>	Hourly Salary Rate <sup>[4]</sup>	% Assigned
<b>Project Manager</b>			
<u>Frank Doerneman</u>	<u>Scientist III</u>	<u>\$120.00</u>	<u>100%</u>
		<b>Blended Rate:</b>	<b>\$120.00</b>
<b>Sr. Engineer</b>			
<u>Jon Trombino</u>	<u>Engineer V, P.E</u>	<u>\$202.00</u>	<u>100%</u>
		<b>Blended Rate:</b>	<b>\$202.00</b>
<b>Engineer</b>			
<u>Luke Rief</u>	<u>Engineer IV, P.E</u>	<u>\$140.00</u>	<u>25%</u>
<u>Riley Mahnke</u>	<u>Engineer II, P.E, ENV SP</u>	<u>\$100.00</u>	<u>75%</u>
		<b>Blended Rate:</b>	<b>\$110.00</b>
<b>Sr. Designer</b>			
<u>Dan Bigbee</u>	<u>Scientist IV, PWS, CERP</u>	<u>\$200.00</u>	<u>100%</u>
		<b>Blended Rate:</b>	<b>\$200.00</b>
<b>Designer</b>			
<u>Joseph Shy</u>	<u>Engineer II, EIT</u>	<u>\$90.00</u>	<u>100%</u>
		<b>Blended Rate:</b>	<b>\$90.00</b>
<b>Administrative</b>			
<u>Tami Brinkhoff</u>	<u>Administrative Assistant II</u>	<u>\$65.00</u>	<u>100%</u>
		<b>Blended Rate:</b>	<b>\$65.00</b>
<b>Survey</b>			
<u>Chris Swanson</u>	<u>CADD Manager</u>	<u>\$112.00</u>	<u>40%</u>
<u>Jason Mather</u>	<u>CADD Technician</u>	<u>\$73.00</u>	<u>60%</u>
		<b>Blended Rate:</b>	<b>\$88.60</b>
<b>Environmental Scientist</b>			
<u>Mitch Wallman</u>	<u>Scientist II</u>	<u>\$97.00</u>	<u>70%</u>
<u>Matt Drelcharz</u>	<u>Scientist I</u>	<u>\$80.00</u>	<u>30%</u>
		<b>Blended Rate:</b>	<b>\$91.90</b>

# Consultant's Estimate of Hours

# Mitigation Plan

**Project Name:** Seward Trail  
**Consultant:** EA Engineering, Science, Technology, Inc, PBC  
**NDOR PC:**  
**Date:**

**Project Number:** ENH-80(33)  
**Control Number:** #####

TASKS	PERSONNEL CLASSIFICATIONS								
	PM	SENG	ENG	SDES	DES	ADM	ST	ENV	Total
<b>G. PROJECT MANAGEMENT AND MEETINGS</b>									
1. Project Management									
2. Field Inspections									
3. Meetings									
<b>H. TOPOGRAPHIC FIELD SURVEY</b>									
1. Topographical Survey									
2. Base Map Preparation									
3. Horizontal Control									
4. Vertical Control									
5. Locate Section Corners									
6. Bench Level Run									
7. Utility Locates									
<b>I. WETLAND MITIGATION PLANNING/DATA COLLECTION</b>	<b>38</b>	<b>12</b>	<b>296</b>	<b>41</b>	<b>46</b>	<b>1</b>	<b>36</b>	<b>47</b>	<b>517</b>
1. Mitigation Site Selection	7	4	48	15				4	78
2. Baseline Wetland Enhancement/Restoration Map									
3. Reference Site Evaluation									
4. Piezometer Installation									
5. Baseline Wetland Delineation - Mitigation Site	2	1	32	2			8	10	55
6. Conceptual Mitigation Plan	12	1	30	12	12		16		83
7. 12 Point Corps of Engineers Mitigation Plan	2	3	48		10				63
8. Hydrologic and Hydrogeologic Data	9	3	90	8	24	1	12		147
9. Wetland and Stream Delineation Services	6		48	4				33	91
<b>J. PRELIMINARY DESIGN (MITIGATION PLANS)</b>	<b>3</b>	<b>12</b>	<b>40</b>	<b>2</b>	<b>48</b>	<b>1</b>	<b>105</b>	<b>4</b>	<b>215</b>
1. Preliminary Design (missing items from scope)	2	6	24	2	34	1	80	4	153
2. Design Plan Revisions									
Design Revisions		1	4		2				7
Design Plans		1	4		4		24		33
Special Provisions			1		2				3
Cost Estimate		1	1		2				4
Memo		1	1		4		1		7
Conference Call			4						4
3. QA/QC	1	2	1						4
<b>K. UTILITY COORDINATION</b>									
1. Utility Location/Verification									
2. Utility Plan Submittals									
<b>L. Right-of-Way Design</b>									
1. Existing Right-of-Way Base									
2. Proposed Right-of-Way									
3. Right-of-Way Plan Sheets									
4. Title Research									
5. PIH Staking									
6. Negotiation Staking									
7. Deliverables									
a. Title Research Study Area									
b. Title Vesting Document									
c. List all owners of record of parcel									
d. Certificate of Title Report									
e. Copies of all supporting documentation									
f. If applicable, copies of subdivision plats and surveys									
g. Copies of deeds, easements, dedications, etc.									
h. Copies of County Cadastral Maps if no GIS website									
<b>M. FINAL MITIGATION PLANS/PS&amp;E</b>	<b>2</b>	<b>8</b>	<b>26</b>		<b>25</b>		<b>12</b>		<b>73</b>
1. Final Plans (90%)	1	5	14		16		6		42
2. Final PS&E Submittal	1	3	12		9		6		31
<b>N. Permitting</b>	<b>5</b>		<b>2</b>	<b>6</b>					<b>13</b>
1. Floodplain identification and permitting									
2. Individual 404 Permit (By supplement to this agreement)									
3. NPDES Permitting (erosion control plans only)									
4. Additional permitting (By supplement to this agreement)	5		2	6					13
<b>O. Wetlands Monitoring</b>									
1.									
<b>Total Days</b>	<b>6</b>	<b>4</b>	<b>45.5</b>	<b>6.13</b>	<b>14.9</b>	<b>0.25</b>	<b>19.1</b>	<b>6.38</b>	<b>102.3</b>
<b>Total Hours</b>	<b>48</b>	<b>32</b>	<b>364</b>	<b>49</b>	<b>119</b>	<b>2</b>	<b>153</b>	<b>51</b>	<b>818.0</b>



## Project Cost & Breakdown

## Mitigation Plan

**Project Name:** Seward Trail  
**Consultant:** EA Engineering, Science, Technology, Inc, PBC  
**Consultant PM:** Frank Doerneman  
**NDOR PC:** \_\_\_\_\_  
**Date:** December 8, 2021

**Project Number:** ENH-80(33)  
**Control Number:** 13225

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Project Manager	48.0	\$120.00	\$5,760.00
Sr. Engineer	32.0	\$202.00	\$6,464.00
Engineer	364.0	\$110.00	\$40,040.00
Sr. Designer	49.0	\$200.00	\$9,800.00
Designer	119.0	\$90.00	\$10,710.00
Technician			
Administrative	2.0	\$65.00	\$130.00
Survey	153.0	\$88.60	\$13,555.80
Environmental Scientist	51.0	\$91.90	\$4,686.90
<b>Subtotal</b>			<b>\$91,146.70</b>

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$55.42
Mileage/Travel:	\$595.50
Lodging/Meals:	
Other Miscellaneous Costs:	\$352.38
<b>Subtotal</b>	
	<b>\$1,003.30</b>

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$91,146.70
Overhead @	
Total Labor Costs	\$91,146.70
Fee for Profit Rate @	
Facility Capital Cost of Money (FCCM) @ (direct labor cost x FCCM%)	
Direct Expenses	\$1,003.30
<b>TOTAL COST</b>	
	<b>\$92,150.00</b>



6. Agreement for Professional Engineering Services with The Schemmer Associates, Inc. for Karol Kay Boulevard Box Culvert Improvements near Plum Creek Park - City Administrator Butcher

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

**Karol Kay Boulevard Box Culvert Improvements  
PRELIMINARY AND FINAL DESIGN  
Professional Services Provided: Survey, Roadway Design, Structural Design**

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

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

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

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

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work associated with design services related to the completion of final engineering (“Project”).  
plans to repair/improve the twin span concrete box culvert and stabilize the  
downstream drainageway located under Karol Kay Boulevard approximately 0.3 miles  
south of Waverly Road in Seward, NE.

---

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 7 pages.
- B. Exhibit B, "Consultant Estimate of Hours and Expenses," consisting of 4 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

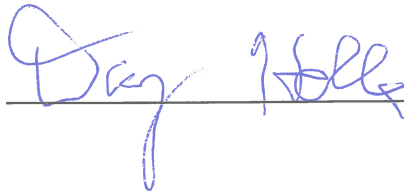
Title: \_\_\_\_\_

Title: Principal

Date: \_\_\_\_\_

Date: 12/22/21

Signed: \_\_\_\_\_

Signed: 

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This is **EXHIBIT A**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December, 2021.

## **Engineer's Services**

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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**

## **KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS**

(Project Description)

This project includes work associated with design services related to the completion of final engineering plans to repair/improve the existing twin span concrete box culvert and stabilize the downstream drainageway located under Karol Kay Boulevard approximately 0.3 miles south of Waverly Road in Seward, NE.

The project will extend/repair the existing concrete box culvert and stabilize the downstream drainageway channel. It is assumed the existing roadway will not require improvement. The required services will include project administration, topographic field survey, preliminary and final roadway design, preliminary and final drainage design, including structural design details. The project will be funded with local funding only. The design will conform to all applicable City of Seward and Nebraska Department of Transportation requirements.

### ***Information Provided by the City or Others***

The City will provide all available information including studies, reports, mapping, as-built plans, and data. The City will also provide the following:

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

**Tasks specifically not included:** Right-of-way survey, right-of-way design, right-of-way appraisal and acquisition services.

### ***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. Summary of Quantities
- c. Horizontal Control
- d. General Information
- e. Construction Phasing Plan
- f. Construction and Removal Plan
- g. Erosion Control Plan
- h. Roadway Plan and Profile
- i. Drainage Plan and Profile
- j. Structural Plans and Details
- k. Miscellaneous Details

### ***Submittals***

The following formal 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.
- 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 and subconsultant coordination meetings throughout project development.

**II. Topographic Field Survey-** This task consists of a topographic field survey of the project corridor including horizontal and vertical control, upstream and downstream faces of the existing concrete box culvert, flow lines, grade changes, pipe culverts, trees 18 inches and larger, locating section corners and property pins, and locating existing utilities per one-call. Survey shall be in accordance with current NDOT survey specifications.

- a. *Topographic Field Survey-* The ENGINEER will collect topographic survey data within the following limits:
  - i. 150 feet up and down the roadway centerline from the centerline of the existing concrete box culvert. 50 feet left and 100 feet right of centerline roadway for the project corridor.
  - ii. Channel flowlines and banks 50 feet upstream and 250 feet downstream from the concrete box culvert as measured along the flowline. Lateral extents of channel limits shall extend a minimum of 50 feet outside top of banks.
- b. *Horizontal and Vertical Control-* The ENGINEER will establish control points along the project corridor at regular intervals and provide control point ties to topographic features of permanent nature.
  - i. Horizontal control points will be established and referenced to existing section corners and lot pins. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
  - ii. Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 300 feet.
- c. *Section Corners -* The ENGINEER will locate necessary section corners and quarter-section corners.
- d. *Existing Utilities-* The ENGINEER will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evidence in the field and utility locator's markings. The topographic survey will be sent to notified utilities for an additional check. At this time it will be assumed that no new utilities have been constructed. A disclaimer in regards to the undetermined location of underground utilities will be added to the drawings. Any noted additions or deletions will be drafted in the topographic file.

**V. Preliminary Design-** This task will include site inspection, data collection, utility coordination, roadway plan and profile, hydraulic design, drainage plan and profile, preliminary construction phasing, 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. *Roadway Plan and Profile-* A Plan and Profile sheets will be developed that detail the horizontal and vertical alignments for the mainline roadway.
- d. *Construction Phasing-* A conceptual construction phasing plan will be developed for the roadway.
- e. *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.
- f. *Hydraulic Design-* A drainage study will be conducted at the existing concrete box culvert in accordance with the hydrologic and hydraulic methods described in “NDOT Hydraulic Analysis Guidelines” and Hydraulic Engineering Circular 14 (HEC-14) – “Energy Dissipators”. Hydraulic design will consist of inputting the existing concrete box culvert into the Federal Highway Administration (FHWA) computer software HY-8 to determine the outlet velocity and appropriate energy dissipator alternatives. Flowrates will be determined using hydrologic methods described in “NDOT Hydraulic Analysis Guidelines”. Drainage basin delineation will include topographic survey supplemented with GIS data. At Plan in Hand, a comparison of viable energy dissipation alternatives will be presented to support the ENGINEER’s recommended dissipator type.
- g. *Drainage Plan and Profiles-* Box culvert and storm sewer improvements including pipe, inlets, manholes, box culvert extensions and energy dissipators will be shown on the drainage plan and profile sheets.
- h. *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).
- i. *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. A plan-in-hand report summarizing the significant finding and decisions will be prepared and submitted.

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.

- j. *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.

**VIII. Final Design-** This task will include construction and removal plans, roadway plan and profile sheet, drainage plan and profile sheet, construction phasing, limits of construction, erosion control, structural plans, miscellaneous design details, and opinion of probable construction costs.

- a. *Construction and Removal Plan*- Sheets will be prepared that detail construction and removals for the project in accordance with NDOT pay items.
- b. *Roadway Plan and Profile*- Plan and Profile sheets will be finalized.
- c. *Drainage Plan and Profile*-Plan and profile sheets will be finalized.
- k. *Erosion Control Plans*- A sediment and erosion control plan will be developed to prevent erosion, stabilize the downstream channel, and promote revegetation within the limits of construction.
- d. *Construction Phasing Plan*- A final phasing plan will be developed for the project.
- e. *Miscellaneous Details*-ENGINEER to provide design and drafting of miscellaneous details on the project.
- f. Structural Plans and Details –
  - a. The **ENGINEER** shall prepare Reinforced Concrete Box Culvert design per the following design standards and codes:
    - i. AASHTO LRFD Bridge Design Specifications (Ninth Edition) for new letdown structure and basin.
    - ii. AASHTO Standard Design, 1996 Edition, is anticipated for extending/incorporating the existing structure into the new structure.
    - iii. Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards 2016
    - iv. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017
    - v. Nebraska Department of Transportation Bridge Office Policies and Procedures Manual. (BOPP Manual)
  - b. Plans and details to be prepared and incorporated into the final plan set by the ENGINEER shall include:

- i. Removal limits for existing structure. Shall include removal notes and requirements for incorporating existing reinforcement into new structure.
  - ii. Section view of box culvert at point of connection to existing structure.
  - iii. Plan view of new structure relative to roadway and channel alignment.
  - iv. Design and details of energy dissipator structure. It is assumed two options will be studied in preliminary design with one selected for final design.
  - v. All reinforcement with bar bends will be detailed with a "bar bend detail" with appropriate section lengths, bend radius, and general geometry. All straight reinforcement bars will be called out in the design details but lengths will not be itemized in a table.
  - vi. Total reinforcement and concrete required shall be shown in a table.
  - vii. General details for foundation bedding.
  - viii. Summary of design quantities shall include a total sum of all bid items associated with constructing the new structure.
- g. *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.
- h. *Utility Coordination*- Final plans will be submitted to utility owners impacted by the construction. ENGINEER to develop status of utilities report.
- i. *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.
- j. *Special Provisions*- ENGINEER to develop special provisions for the project. Special provisions to include recurring NDOT special provisions as well as project specific provisions.
- k. *Permitting*-ENGINEER to apply for permits on the project. The anticipated permits for the project are the City of Seward Floodplain Development Permit and U.S. Army Corps of Engineers Section 404 Nationwide Permit (NWP).
- l. *Bid-Phase Services* – ENGINEER will assist the City in advertising the project. ENGINEER will coordinate with A&D Technical Supply to distribute plans to potential contractors. The City will provide all front-end documents for the contract documents. The City will conduct the bid letting.

## 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.

**EXHIBIT B: Hour Estimate Form**  
**Preliminary and Final Design**  
**KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS**  
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
<b>I.</b>	<b>Project Administration</b>												
I.a	Project Management		12										12
I.b	Progress Meetings with City Staff		6		10								16
I.d	Team Coordination Meetings		4		4								8
<b>II.</b>	<b>Topographic Field Survey</b>												
II.a	Topographic Field Survey				3	4		3	8	8			26
II.b	Horizontal and Vertical Control					4		2	4	4			14
II.c	Section Corners					4		1	4	4			13
II.d	Existing Utilities					4		2	2	2			10
<b>V.</b>	<b>Preliminary Design</b>												
V.a	Site Inspection				6								6
V.b	Data Collection				8								8
V.c	Roadway Plan and Profiles				2		4						6
V.d	Construction Phasing				2		4						6
V.e	Utility Coordination		1		4								5
V.f	Hydraulic Design		2		32	2	2						38
V.g	Drainage Plan and Profiles		1		8	4							13
V.h	Quantities/Opinion of Probable Construction Cost		1		6	4							11
V.i	Plan-in-Hand		4		8								12
V.j	Quality Assurance/Quality Control		4										4

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
<b>VIII.</b>	<b>Final Design</b>												
VIII.a	Construction and Removal Plans		1		4		6						11
VIII.b	Roadway Plan and Profile Sheets				2		4						6
VIII.i	Drainage Plan and Profile Sheets		1		4		4						9
VIII.j	Erosion Control Plans		1		4		2						7
VIII.l	Construction Phasing Sheets				2		2						4
VIII.m	Miscellaneous Details		1		2	4	4						11
VIII.n	Structural Plans and Details		1	10	22		28						61
VIII.o	Quantities/Opinion of Probable Cost		1		6	4							11
VIII.p	Utility Coordination		1		4								5
VIII.q	Quality Assurance/Quality Control		4										4
VIII.r	Special Provisions		4		4								8
VIII.s	Permitting		4		16								20
VIII.t	Bid-Phase Services		8		8								16
	<b>TOTALS</b>	0	62	10	171	34	60	8	18	18	0	0	381

**KAROL KAY BOULEVARD BOX CULVERT IMPROVEMENTS**  
City of Seward

**Preliminary and Final Design**

EXHIBIT B: FEE SUMMARY SCHEDULE

**Direct Salary Costs**

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2022 RATE	ESTIMATED LABOR CHARGE	TASK COST
<b>I. Project Administration</b>				<b>\$6,411.37</b>
PRINCIPAL	0	\$67.52	\$0.00	
PROJECT MANAGER	22	\$67.52	\$1,485.44	
SENIOR PROJECT ENGINEER	0	\$61.25	\$0.00	
REGISTERED DESIGN ENGINEER	14	\$48.63	\$680.75	
ENGINEER/ SENIOR TECHNICIAN	0	\$39.63	\$0.00	
ENGINEERING TECHNICIAN	0	\$27.00	\$0.00	
REGISTERED SURVEYOR	0	\$41.18	\$0.00	
PARTY CHIEF SURVEYOR	0	\$31.35	\$0.00	
ASSOCIATE SURVEYOR	0	\$21.25	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
<b>II. Topographic Field Survey</b>				<b>\$6,085.81</b>
PRINCIPAL	0	\$67.52	\$0.00	
PROJECT MANAGER	0	\$67.52	\$0.00	
SENIOR PROJECT ENGINEER	0	\$61.25	\$0.00	
REGISTERED DESIGN ENGINEER	3	\$48.63	\$145.88	
ENGINEER/ SENIOR TECHNICIAN	16	\$39.63	\$634.08	
ENGINEERING TECHNICIAN	0	\$27.00	\$0.00	
REGISTERED SURVEYOR	8	\$41.18	\$329.44	
PARTY CHIEF SURVEYOR	18	\$31.35	\$564.30	
ASSOCIATE SURVEYOR	18	\$21.25	\$382.50	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
<b>V. Preliminary Design</b>				<b>\$15,507.75</b>
PRINCIPAL	0	\$67.52	\$0.00	
PROJECT MANAGER	13	\$67.52	\$877.76	
SENIOR PROJECT ENGINEER	0	\$61.25	\$0.00	
REGISTERED DESIGN ENGINEER	76	\$48.63	\$3,695.50	
ENGINEER/ SENIOR TECHNICIAN	10	\$39.63	\$396.30	
ENGINEERING TECHNICIAN	10	\$27.00	\$270.00	
REGISTERED SURVEYOR	0	\$41.18	\$0.00	
PARTY CHIEF SURVEYOR	0	\$31.35	\$0.00	
ASSOCIATE SURVEYOR	0	\$21.25	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	

<b>VIII. Final Design</b>				\$23,368.00
PRINCIPAL	0	\$67.52	\$0.00	
PROJECT MANAGER	27	\$67.52	\$1,823.04	
SENIOR PROJECT ENGINEER	10	\$61.25	\$612.45	
REGISTERED DESIGN ENGINEER	78	\$48.63	\$3,792.75	
ENGINEER/ SENIOR TECHNICIAN	8	\$39.63	\$317.04	
ENGINEERING TECHNICIAN	50	\$27.00	\$1,350.00	
REGISTERED SURVEYOR	0	\$41.18	\$0.00	
PARTY CHIEF SURVEYOR	0	\$31.35	\$0.00	
ASSOCIATE SURVEYOR	0	\$21.25	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
	381		\$17,357.23	
<b>Subtotal Direct Salary Costs</b>			\$17,357.23	
<b>Overhead Costs</b>		165.2%	<u>\$28,675.87</u>	
<b>Subtotal Labor Charges + Overhead</b>			\$46,033.10	
<b>Fixed Fee</b>		12%	<u>\$5,339.84</u>	
<b>Subtotal Labor Charges + Overhead + Fixed Fee</b>			<b>\$51,372.94</b>	

<b>DIRECT NON-SALARY COSTS:</b>			
	No.	Rate (\$)	
Printing - full-size	60 \$	1.25 \$	75.00
Mileage	534 \$	0.56 \$	299.04
Survey Mileage	284 \$	0.560 \$	159.04
Geotech (Field Drilling Subcontractor)	\$	925.00 \$	-
Geotech (Lab Reimbursable)	\$	210.00 \$	-
Title Searches	\$	200.00 \$	-
Lodging	\$	70.00 \$	-
Per Diem	\$	39.00 \$	-
Public Meeting	\$	500.00 \$	-
Wetland Delineation	1 \$	2,500.00 \$	2,500.00
<b>Sub-Total Direct Non-Salary Costs</b>			<b>\$ 3,033.08</b>

**TOTAL ESTIMATED FEE** \$ 54,406.02

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 \$54,406.00
  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**

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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)

12/10/2021

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).

<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> sharon miller <b>PHONE (A/C. No. Ext):</b> 402-861-7000 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> sharon.miller@fnicgroup.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SCH41058 The Schemmer Associates Inc. 1044 North 115th Street Omaha NE 68154	<b>INSURER A :</b> Continental Casualty Co. <b>NAIC #</b> 20443	
	<b>INSURER B :</b> Continental Insurance Company <b>35289</b>	
	<b>INSURER C :</b> Valley Forge Insurance Co. <b>20508</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 782558411

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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6023928716	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA6023928747	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE6023928702	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC623928733	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Liab			AEH288365469	12/31/2021	12/31/2022	\$3,000,000 \$3,000,000 Ea.Claim Aggregate

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**

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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.

## **REPORTS**

1. City Administrator's Report - City Administrator Butcher

## CITY ADMINISTRATORS REPORT – 1/18/22

- Monitoring a number of street projects Waverly Road (electrical work and grading), design work on East Seward and East Hillcrest.
- Covid-19 response to inquiries and issues, a number of employees out.
- Working on finalizing grants for Petsource/Rail Campus – EOP.
- Assisting City Attorney with a number of real estate items and related matters.
- Covid-19 Unified Command Calls
- Briefed with Wellness Center Committee on a number of items related to CCCFF Grant, Sales Tax Agenda Item, and design matters.
- Reviewed Handbook amendments with City Clerk for preparing first meetings with Personnel Committee.
- Reviewed a number of floodplain permits.
- Prepared support letters for before/afterschool program in Seward.
- Assisted with planning for annual awards banquet.
- Continued updating new cemetery documents for transfer and use of plots where no Cemetery Deed exists, sent to City Attorney for review.
- Researched Airport Authority appointment matter.
- Met with Traffic Committee to review a number of items.
- Worked on the Dwell Development TIF Item, held CRA Meeting, attended the P&Z meeting.
- Attended NPPD Zoom meeting on emergency action plan as follow up to Winter 2021 event.
- Attended NPPD Zoom meeting on utility cyber security.
- Reviewed items related to water tower design.
- Met on Zoom with design firm to undertake facility study of City Hall, Muni Bldg, and Street Shop.
- Met with Cemetery Board Chair to discuss cemetery items.
- Met with Chair of the Safety Committee to update items and prepare for quarterly safety meeting.

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

### **Police Department**

- Suicide Prevention Coalition on January 11.
- Command Staff meeting on January 12.
- Ofc. Garcia attending Defensive Tactics Instructor Recertification training in Grand Island.

### **City Clerk/Human Resources/City Hall**

- Getting ready for the Personnel, Finance and Audit Committee on Tuesday, January 18 to cover Section 1 of the Employee Personnel Handbook.
- Planning and answering questions from interested parties in preparation for the Farm Lease Auction on January 24.
- Site Readiness Assistance Program Webinar on January 11.
- Making plans for the Awards Banquet including booking the venue, caterer, etc. Considering March 4<sup>th</sup> as the date of the event.
- Researching purchase policies for the Bid Spec process.

### **Water/Wastewater Department**

- Repair water leak on feed line to booster pump for RO skid.
- Install new heater at W10 well house.
- NDEE final reports for 2021 coming in for both Water and Wastewater.
- Need survey completion for water.

- Gathering data for SEH and Olsson's projects.

### **Parks and Rec/Cemetery/Golf/Pool**

- Bob Core will be speaking to the Rotary Club on Wednesday.
- Youth basketball on Saturday's is ongoing.
- Women's volleyball is ongoing.
- CPR training on Tuesday.
- Trimming and removal of trees in the Cemetery.
- Digging out the drainage ditch behind the tennis courts at Plum Creek Park.

### **Civic Center**

- Meetings as usual.
- Civic Center Commission Meeting January 10.
- Cleaning out closets in the basement.

### **Electric Department**

- Equipment maintenance, clean and wax booms.
- Haul old poles from Horseshoe.
- Take down Christmas decorations and remove Santa's house.
- Set poles for H-frame.
- Work with contractor on Progressive Avenue project for testing wire and inspecting cabinets.
- CPR classes.
- Take trucks to York for annual inspection.

### **Street Department**

- Tree removal.
- Work on alleys.
- Shop projects.
- Sign replacement for southeast area of town.

### **Library**

- New book group meeting on January 10.
- Setting up interviews and reviewing applications for Library Clerk.
- Scheduling spring diversity lecture series speakers.
- Retirement party for Charlotte Baldinger Friday, January 14.

### **Building Inspection/Planning Department**

- The Planning Commission meeting in January will review Plex Construction Special Use Permit for housing on former Middle School site, and Dwell Development TIF Application for apartments near Pac-N-Save.
- Tree board meeting on Tuesday, Jan. 11.
- First Aid training on Tuesday, Jan. 11 at the Fire Station.
- Regular inspections and plan reviews.

### **Engineering**

- Meeting with Seward County to review, comment on updated plan set and detention basin outlet structure for East Seward Street.
- Edits to site plans, SRF funding application and tower logo design for the Water Tower.
- Data requests and meeting on Future Flows & Loads for the WWTP Upgrade.
- ULDO updates.
- Street lights, prep for seeding and ROW paperwork for Waverly Road (City).

### **Finance Dept.**

- Payroll & claims.
- Training Emily on W-2 forms.

- Training Julie on 1099 forms.
- December financials for the City.

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

1. Strategy Session with City Attorney to Provide Negotiation Guidance Concerning Real Estate Interests at the Commercial Rail Campus Development Area - City Attorney Hoffschneider

**MOTION TO ADJOURN**

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

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

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Derek Bargmann, City Clerk

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Date