



SPRINGFIELD

NEBRASKA

CITY COUNCIL AGENDA

Tuesday, October 6, 2026, at 7:00 p.m.
Springfield City Hall
170 North 3rd Street

CALL TO ORDER

- Public announcement that a copy of the Nebraska Open Meetings Law is available on the table at the entrance to the meeting room
- Roll call
- Pledge of Allegiance

CONSENT AGENDA

All consent agenda items are approved in one motion unless removed by a Council Member. Removed items will be placed under the Regular Agenda for consideration and action by the Council.

1. Approve Minutes of the September 15, 2026, Council Meeting
2. Approve Claims and Payroll
3. Approve Special Designated Liquor License to St. Joseph Catholic Church for the Ladies Guild Fall Fundraiser event on November 7, 2026, from 5:00 p.m. to 7:30 p.m. at the St. Joseph Catholic Church, 100 S 9th Street, Springfield
4. **Tabled September 15, 2026.** Approve **Resolution 2026-30** entering into an Interlocal Agreement with Sarpy County for Road Improvements on 6th Street and Pflug Road (County Project C-77(26-12) and 132nd Street and Main Street (County Project C-77(26-25)
5. Approve **Resolution 2026-34** entering into an Interlocal Agreement with Sarpy County for law enforcement services
6. Approve **Resolution 2026-35** entering into a Lobbying Agreement with the United Cities of Sarpy County for lobbying services to be provided by Kissel, Kohout, ES Associates LLC
7. Approve **Resolution 2026-36** entering into an Agreement with Olsson for special inspections and materials testing for the park pavilion projects
8. Approve **Resolution 2026-37** amending Section 320 457(b) Deferred Compensation Plan of the Employee Handbook to remove the participation age restriction

REGULAR AGENDA

1. Sarpy County Sheriff's Monthly Service Report
2. Conduct a public hearing for the One & Six Year Road Plan
3. Consider approval of **Resolution 2026-38** accepting and adopting the One & Six Year Road Plan
4. Conduct a public hearing for an application filed by M2S LLC, subdivider, and Village on Main LLC, owner, for the final plat for Lots 1-72 and Outlots A-F, Village on Main, (phase 1 of a 3 phase development) being a platting of the western part of property legally described as the North One-Half of the Southwest Quarter of Section 19, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska consisting of approximately 41.33 acres; this parcel is generally located at the southeast corner of 132nd & Main Streets
5. Consider approval of **Resolution 2026-39** approving the final plat for Lots 1-72 and Outlots A-F, Village on Main
6. Consider approval of **Resolution 2026-40** approving the Subdivision Agreement for Lots 1-72 and Outlots A-F, Village on Main
7. **Tabled September 15, 2026.** Consider options to block vehicular access to a portion of Springfield Creek Trails & Recreation Area south of Platteview Road, east of the trailhead and Springfield Creek

DEPARTMENT REPORTS

1. Water & Sewer Department – Mike Neitzel
8. Parks Department & Community Events – Kacie Murtha
9. Library & Community Building – Michael Herzog
4. Street Department – Jack Liebentritt
5. Mayor's Report – Bob Roseland
6. City Staff Reports

The Mayor and City Council reserve the right to adjourn into executive session per Section 84-1410 of the Nebraska Revised Statutes.

ADJOURNMENT



SPRINGFIELD

NEBRASKA

CITY COUNCIL AGENDA

Tuesday, September 15, 2026, at 7:00 p.m.
Springfield City Hall
170 North 3rd Street

CALL TO ORDER

- Public announcement that a copy of the Nebraska Open Meetings Law is available on the table at the entrance to the meeting room
- Roll call
- Pledge of Allegiance

FY2026-2027 BUDGET HEARING & BUDGET SUMMARY

Tuesday, September 15, 2026
7:00 p.m.

In compliance with the provisions of Nebraska State Statute Sections 13-501 to 13-513, the Governing Body will meet for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY26-27 proposed budget.

FY2026-2027 SPECIAL HEARING TO SET FINAL TAX REQUEST

Tuesday, September 15, 2026

This hearing will immediately follow the Budget Hearing & Budget Summary Hearing.

In compliance with the provisions of Nebraska State Statute Section 77-1601.02, the Governing Body will meet for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

CONSENT AGENDA

All consent agenda items are approved in one motion unless removed by a Council Member. Removed items will be placed under the Regular Agenda for consideration and action by the Council.

1. Approve Minutes of the September 1, 2026, Council Meeting
2. Approve Claims
3. Approve Treasurer's Report

REGULAR AGENDA

1. **Tabled September 1, 2026.** Consider approval of **Resolution 2026-30** entering into an Interlocal Cooperation Agreement with Sarpy County for Road Improvements on 6th Street and Pflug Road (County Project C-77(26-12) and 132nd Street and Main Street (County Project C-77(26-25)
2. Consider approval of **Resolution 2026-33** requesting the new property tax rate be changed from the levy rate of the prior year to the levy rate for the General Fund of 0.421798 and the Bond Fund of 0.061489 for a total levy rate of 0.483287 for FY2026-2027 and requesting the FY2026-2027 property tax request be set at \$1,673,776.51 for the General Fund and \$244,001.25 for the Bond Fund, for a total of \$1,917,777.76
3. Consider approval of **Ordinance No. 1224** to adopt the budget statement to be termed the annual appropriation bill; to appropriate sums for necessary expenses and liabilities
4. Consider approval of **Ordinance No. 1225** designating Horizon Bank of Springfield, Nebraska and Pinnacle Bank of Springfield, Nebraska as city depositories for the City of Springfield, Nebraska for the fiscal year October 1, 2026, to September 30, 2027
5. Consider approval of **Ordinance No. 1226** AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF SPRINGFIELD FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, LIBRARY, OCCUPATION LICENSING, PET LICENSING, WATER AND SEWER USE RATES, SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS OF THE CITY OF SPRINGFIELD; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE
6. Consider a request from Springfield/Westmont Girl Scout Troop #48152 to waive the community building rental fee for the troop's Friendsgiving on Thursday, November 12
7. Consider bids for the purchase of a garage door for the new maintenance shop material bay
8. **Tabled September 1, 2026.** Consider options to block vehicular access to a portion of Springfield Creek Trails & Recreation Area south of Platteview Road, east of the trailhead and Springfield Creek
9. Discuss an organization's or business's regular use of the community building
10. Consider a request from a downtown business to limit parking in the northwest parking spot at the intersection of S. 2nd Street and Main Street to compact car parking only
11. Consider CDL training courses for maintenance employees
12. Consider COLA increase for regular full-time employees (40 hours) and regular part-time employees (30+ hours)
13. Consider approval of Kellie Seiber's annual review and proposed merit increase

14. Consider approval of Brittany Nath's annual review and proposed merit increase

DEPARTMENT REPORTS

1. Water & Sewer Department – Mike Neitzel
2. Parks Department & Community Events – Kacie Murtha
3. Library & Community Building – Michael Herzog
4. Street Department – Jack Liebenritt
5. Mayor's Report – Bob Roseland
6. City Staff Reports

The Mayor and City Council reserve the right to adjourn into executive session per Section 84-1410 of the Nebraska Revised Statutes.

ADJOURNMENT

MINUTES

A regular meeting of the Mayor and Council of the City of Springfield, Nebraska was held at 7:00 p.m. on Tuesday, September 15, 2026, at City Hall. Present were Council President Kacie Murtha, presiding as Mayor; Council Members: Mike Neitzel, Michael Herzog, Jack Liebenritt. Absent: Mayor Bob Roseland. Notice of this meeting was given in advance by posting in three public places, one of the designated methods of giving notice. Notice of this meeting was given in advance to the Mayor and all Council Members and a copy of their receipt of notice is 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 public. The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

FY2026-2027 BUDGET HEARING & BUDGET SUMMARY

Tuesday, September 15, 2026

7:00 p.m.

Agenda Item 1. A Budget Hearing of the Mayor and Council of the City of Springfield, Nebraska, was held at 7:01 p.m. at Springfield City Hall on September 15, 2026. Notice of the Budget Hearing was given in advance by publishing in the Sarpy County Times, one of the designated methods of giving notice. The public hearing was open for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed Fiscal Year 2026-2027 budget. Those who spoke in favor: None. Those who spoke in opposition: None. Those who spoke in neutral capacity: None. Motion by Herzog, seconded by Neitzel, to close the public hearing. AYES: Neitzel, Herzog, Liebenritt. NAYS: None. Absent: Mayor Roseland, Murtha presiding as Mayor. Motion carried. Public Hearing ended at 7:03 p.m. No action was taken.

FY2026-2027 SPECIAL HEARING TO SET FINAL TAX REQUEST

Tuesday, September 15, 2026

This hearing will immediately follow the Budget Hearing & Budget Summary Hearing.

Agenda Item 1. A Final Tax Request Hearing of the Mayor and Council of the City of Springfield, Nebraska, was held immediately following the Budget Hearing & Budget Summary Hearing at Springfield City Hall on September 15, 2026. Notice of the Final Tax Request Hearing was given in advance by publishing in the Sarpy County Times, one of the designated methods of giving notice. The public hearing was open for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request for Fiscal Year 2026-2027 at a different amount than the prior year tax request. Those who spoke in favor: None. Those who spoke in opposition: None. Those who spoke in neutral capacity: None. Motion by Herzog, seconded by Neitzel, to close the public hearing. AYES: Neitzel, Herzog, Liebentritt. NAYS: None. Absent: Mayor Roseland, Murtha presiding as Mayor. Motion carried. Public Hearing ended at 7:05 p.m. No action was taken.

Consent Agenda

Motion by Neitzel, seconded by Herzog, to approve the Consent Agenda. AYES: Neitzel, Herzog, Liebentritt. NAYS: None. ABSENT: Mayor Roseland, Murtha presiding as Mayor. Motion carried.

Check #	Account ID	Account Description	Name	Debit Amount
General				
51514	8010-10-10	Office Supplies-Gen	Amazon Business	76.58
51514	8030-10-10	Supplies-Gen	Amazon Business	247.59
51539	7045-10-10	Prof Svcs-Tech Support-Gen	Core Technologies, Inc	2,011.50
51541	8140-10-10	R&M Equipment-Gen	Eakes Office Solutions	126.29
EFTPS	7270-10-10	Insurance-Gen	Nebraska Assigned Risk Pool	289.41
51547	9155-10-10	GIS-Gen	Sarpy County Fiscal Administrator	4,622.85
			Total	7,374.22
Sales Tax				
51542	9089-15-10	Community Events-SlsTax	Sign Genie HMM LLC	75.00
			Total	75.00
Library				
51552	7330-20-10	Telephone-Lib	Core Technologies, Inc.	60.00
EFTPS	7270-20-10	Insurance-Lib	Nebraska Assigned Risk Pool	152.26
			Total	212.26
Library Restricted				
51548	8060-21-10	Books-Lib Rest	Scholastic Book Fairs	355.29
			Total	355.29
Park				
51540	7350-30-10	Rental-Prk	Eagle Services	630.00
51545	8130-30-10	R&M Building-Prk	Menards	148.73
EFTPS	7270-30-10	Insurance-Prk	Nebraska Assigned Risk Pool	393.96

			Total	1,172.69
Soccer				
51540	7350-35-10	Rental-Scr	Eagle Services	130.00
51543	8140-35-10	R&M Equipment-Scr	Island Sprinkler Supply Company	58.36
EFTPS	7270-35-10	Insurance-Scr	Nebraska Assigned Risk Pool	393.96
			Total	582.32
Community Building				
EFTPS	7270-40-10	Insurance-CommBldg	Nebraska Assigned Risk Pool	140.94
			Total	140.94
Water				
51546	8030-50-20	Supplies-Wtr	Municipal Supply	346.34
EFTPS	7270-50-20	Insurance-Wtr	Nebraska Assigned Risk Pool	212.40
51537	7230-50-20	Postage/Shipping-Wtr	US Postal Service	232.38
51551	7330-50-20	Telephone-Wtr	Verizon Wireless	48.85
51551	9155-50-20	GIS-Wtr	Verizon Wireless	6.67
			Total	846.64
Sewer				
EFTPS	7270-60-30	Insurance-Swr	Nebraska Assigned Risk Pool	415.70
51537	7230-60-30	Postage/Shipping-Swr	US Postal Service	232.37
51551	7330-60-30	Telephone-Swr	Verizon Wireless	8.63
51551	9155-60-30	GIS-Swr	Verizon Wireless	6.68
			Total	663.38
Street				
51538	8090-70-40	Asphalt & Concrete-Str	Concrete Delivered LLC	8,595.94
51544	9060-70-40	Building-Str	Kraus Construction, Inc.	23,813.00
51545	9060-70-40	Building-Str	Menards	559.81
EFTPS	7270-70-40	Insurance-Str	Nebraska Assigned Risk Pool	220.83
51549	8090-70-40	Asphalt & Concrete-Str	Silex Group, LLC	75.00
51550	8030-70-40	Supplies-Str	Springfield Ace Hardware	15.98
51551	7330-70-40	Telephone-Str	Verizon Wireless	8.63
51551	9155-70-40	GIS-Str	Verizon Wireless	6.67
			Total	33,295.86
			Grand Total	44,718.60

The City Treasurer reported a balance on hand of \$6,571,401.86 in cash assets; Prestige Treasury, \$215,099.53; Prestige Bond, \$1,639,003.15; Keno Community Betterment, \$547,987.66; Keno Progressive Jackpot, \$50,617.07; Water Deposit Savings, \$4,309.79; Refundable Deposits Savings, \$1,258.25; Water Tower Savings, \$463,803.02; Sewer Restricted, \$465,726.84; Water Capital Facilities Fees, \$185,468.91; Sewer Capital Facilities Fees, \$1,227,484.97; City Sales Tax, \$10,224,149.25; City Sales Tax-Sweep, \$60,666,213.43; Money Market Library Bricks, \$994.82; Government Securities, \$126,714.04; Library Savings-Estate Donation, \$1,674.75; Pinnacle Bank-ASIP, \$388,622.95; Time

Certificates as follows: Bond, \$88,524.04; Tower, \$66,618.26; Water, \$142,662.35; Library Restricted, \$36,039.73; Cash Receipts, \$3,087,719.18; Cash Disbursements, \$733,998.12.

Regular Agenda

Agenda Item 1. Motion by Herzog, seconded by Neitzel, to table agenda item 1, regarding approval of **Resolution 2026-30** entering into an Interlocal Cooperation Agreement with Sarpy County for Road Improvements on 6th Street and Pflug Road (County Project C-77(26-12) and 132nd Street and Main Street (County Project C-77(26-25), until final revisions are completed. AYES: Neitzel, Herzog, Liebenritt. NAYS: None. ABSENT: Mayor Roseland, Murtha presiding as Mayor. Motion carried.

Agenda Item 2. Council Member Herzog introduced **Resolution 2026-33** and moved its adoption. Council Member Neitzel seconded the forgoing motion and on roll call on the passage and adoption of said resolution, the following voted AYE: Neitzel, Herzog, Liebenritt. The following voted NAY: None. The following were ABSENT: Mayor Roseland, Murtha presiding as Mayor. Whereupon the Mayor declared said motion carried and said resolution passed and adopted. A true, correct and complete copy of said resolution is as follows.

RESOLUTION 2026-33

FINAL TAX LEVY

WHEREAS, Nebraska Revised Statutes 77-1632 and 77-1633 provides that the Governing Body of the City of Springfield passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Springfield, Nebraska that:

1. The 2026-2027 property tax request be set at \$1,673,776.51 for the General Fund and \$244,001.25 for the Bond Fund, for a total of \$1,917,777.76.
2. The total assessed value of property differs from last year's total assessed value by 8% (total assessed value in 2025-2026 of \$368,632,106 and total assessed value in 2026-2027 of \$396,819,764).
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be 0.452874 per \$100 of assessed value.
4. The City of Springfield proposes to adopt a property tax request that will cause its tax rate to be 0.483287 per \$100 of assessed value (General Fund of 0.421798 and Bond Fund of 0.061489) for Fiscal Year 2026-2027.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Springfield will increase last year's budget by 27%.
6. The vote on this resolution shall be recorded on this resolution.

7. A copy of this resolution shall be certified and forwarded to the Sarpy County Clerk on or before October 15, 2026, and filed with the Auditor of Public Accounts in accordance with applicable law.

Passed and approved this 15th day of September, 2026.

City Council Member Herzog moved the adoption of said resolution.
City Council Member Neitzel seconded the motion.

Record of Vote:

Ayes: Neitzel, Herzog, Liebentritt

Nays: None

Abstain: None

Absent: Mayor Roseland, Murtha presiding as Mayor

Approved: Robert Roseland, Mayor

SEAL

Attest: Barbara Henninger, City Clerk

Agenda Item 3. Council Member Herzog introduced **Ordinance No. 1224** entitled:

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE

and moved that the statutory rule requiring reading on three different days be suspended. Council Member Neitzel seconded the motion to suspend the rules and upon roll call vote on the motion the following Council Members voted AYE: Neitzel, Herzog, Liebentritt. The following voted NAY: None. The following were ABSENT: Mayor Roseland, Murtha presiding as Mayor. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance. Said ordinance was then read by title and thereafter Council Member Herzog moved for final passage of the ordinance, which motion was seconded by Council Member Liebentritt. The Mayor then stated the question "Shall Ordinance No. 1224 be passed and adopted?" Upon roll call vote, the following Council Members voted AYE: Neitzel, Herzog, Liebentritt. The following voted NAY: None. The following were ABSENT: Mayor Roseland, Murtha presiding as Mayor. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the ordinance to be published or posted as required by law and as provided therein. A true, correct and complete copy of said ordinance is as follows:

ORDINANCE NO. 1224

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

- Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2026, through September 30, 2027. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Springfield. The total disbursements and transfers for 2026-2027 is \$10,607,560.00. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska and the County Clerk of Sarpy County, Nebraska, for use by the levying authority.
- Section 2. This ordinance shall take effect and be in full force from and after its passage, approval and publication or posting as required by law.
- Section 3. That any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions is hereby repealed.

Passed and Approved this 15th day of September, 2026.

Robert Roseland, Mayor

(SEAL)

Attest: Barbara Henninger, City Clerk

Agenda Item 4. Council Member Herzog introduced **Ordinance No. 1225** entitled:

AN ORDINANCE DESIGNATING HORIZON BANK OF SPRINGFIELD AND PINNACLE BANK OF SPRINGFIELD, NEBRASKA AS CITY DEPOSITORIES FOR THE CITY OF SPRINGFIELD, NEBRASKA FOR THE FISCAL YEAR OCTOBER 1, 2026, TO SEPTEMBER 30, 2027

and moved that the statutory rule requiring reading on three different days be suspended. Council Member Neitzel seconded the motion to suspend the rules and upon roll call vote on the motion the following Council Members voted AYE: Neitzel, Herzog, Liebentritt. The following voted NAY: None. The following were ABSENT: Mayor Roseland, Murtha presiding as Mayor. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance. Said ordinance was then read by title and thereafter Council Member Herzog moved for final passage of the ordinance, which motion was seconded by Council Member Liebentritt. The Mayor then stated the question "Shall Ordinance No. 1225 be passed and adopted?" Upon roll call vote, the following Council Members voted AYE: Neitzel, Herzog, Liebentritt. The following voted NAY: None. The following were ABSENT: Mayor Roseland, Murtha presiding as Mayor. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the ordinance to be published or posted as required by law and as provided therein. A true, correct and complete copy of said ordinance is as follows:

ORDINANCE NO. 1225

AN ORDINANCE DESIGNATING HORIZON BANK OF SPRINGFIELD AND PINNACLE BANK OF SPRINGFIELD, NEBRASKA AS CITY DEPOSITORIES FOR THE CITY OF SPRINGFIELD, NEBRASKA FOR THE FISCAL YEAR OCTOBER 1, 2026, TO SEPTEMBER 30, 2027.

SECTION 1. Horizon Bank and Pinnacle Bank are hereby designated and retained as the official City Depositories for the City of Springfield, Nebraska for the fiscal year October 1, 2026, to September 30, 2027.

SECTION 2. That any other Ordinance and section passed and approved prior to the passage, approval, and publication of this Ordinance and in conflict with its provisions, is hereby repealed.

SECTION 3. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

Passed and approved this 15th day of September, 2026.

Robert Roseland, Mayor
(SEAL)

Attest: Barbara Henninger, City Clerk

Agenda Item 5. Council Member Neitzel introduced **Ordinance No. 1226** entitled:

AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF SPRINGFIELD FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, LIBRARY, OCCUPATION LICENSING, PET LICENSING, WATER AND SEWER USE RATES, SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS OF THE CITY OF SPRINGFIELD; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE

and moved that the statutory rule requiring reading on three different days be suspended. Council Member Herzog seconded the motion to suspend the rules and upon roll call vote on the motion the following Council Members voted AYE: Neitzel, Herzog, Liebentritt. The following voted NAY: None. The following were ABSENT: Mayor Roseland, Murtha presiding as Mayor. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance. Said ordinance was then read by title and thereafter Council Member Neitzel moved for final passage of the ordinance, which motion was seconded by Council Member Liebentritt. The Mayor then stated the question "Shall Ordinance No. 1226 be passed and adopted?" Upon roll call vote, the following Council Members voted AYE: Neitzel, Herzog, Liebentritt. The following voted NAY: None. The following were ABSENT: Mayor Roseland, Murtha presiding as Mayor. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the ordinance to be published or posted as required by law and as provided therein. A true, correct and complete copy of said ordinance is as follows:

ORDINANCE NO. 1226

AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF SPRINGFIELD FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, LIBRARY, OCCUPATION LICENSING, PET LICENSING, WATER AND SEWER USE RATES, SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS OF THE CITY OF SPRINGFIELD; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1.

MASTER FEE SCHEDULE

ANIMAL CONTROL

All fees listed in this section are collected by the contracted Animal Control Authority, currently the Nebraska Humane Society. The Animal Control Authority sets and collects fees for the following: Impoundment (including a per day boarding fee), Veterinary Expenses, Euthanasia Expenses and Removal Costs.

1. Dog & Cat Licenses

- | | | |
|----|---------------------------------------|---|
| a. | Altered (<i>Spayed or Neutered</i>) | \$12.00 annually
<i>*Free for people 65 years or older</i> |
| b. | Unaltered (<i>Intact</i>) | \$25.00 annually |
| c. | License Handling/Issuance Fee | \$5.00 per license |
| d. | Late Fees (<i>Altered</i>) | \$10.00 |
| e. | Late Fees (<i>Unaltered</i>) | \$20.00 |
| f. | Replacement Tags | \$6.00 |

2. Pot-Belly Pig Licenses

- | | | |
|----|---|----------------------|
| a. | License | \$35.00 annually |
| b. | License Handling/Issuance Fee | \$5.00 per license |
| c. | Fine for not being licensed by March 15 | Double licensing fee |

3. Impound Fees

- | | | |
|------|---|--------------------------------|
| a. | Altered Dog, Cat or Pot-Belly Pig: | |
| i. | First redemption | \$35.00 + daily boarding fees |
| ii. | Second redemption
<i>*Within 24 months of the first redemption</i> | \$70.00 + daily boarding fees |
| iii. | Third redemption
<i>*Within 24 months of the first redemption</i> | \$140.00 + daily boarding fees |
| iv. | Subsequent redemptions | +50.00 + daily boarding fees |
| b. | Unaltered Dog or Cat | |
| i. | First redemption | \$100.00 + daily boarding fees |
| ii. | Second redemption | \$300.00 + daily boarding fees |

- | | | |
|------|--|--------------------------------|
| | <i>*Within 24 months of the first redemption</i> | |
| iii. | Third redemption or any subsequent redemption | \$600.00 + daily boarding fees |
| | <i>*Within 24 months of the first redemption</i> | |
| c. | Reimbursement for animals sterilized and micro-chipped within 90 days of the date of redemption: | |
| i. | First redemption | \$65.00 |
| ii. | Second redemption | \$230.00 |
| iii. | Third redemption | \$460.00 |
| 4. | Boarding Fee | \$16.00 daily |
| 5. | Rabies Quarantine Fee | \$16.00 daily |

BUILDING SERVICES

The City of Springfield contracts with the Sarpy County Building Inspector for inspection services. Before issuing a permit for the building of any new building or any alteration or remodeling of any building, the city shall charge and collect a fee. Building Permit Fees are based on Project Valuation calculated using the per square foot construction costs in the attached Sarpy County Building Valuation Data Table or Contractor's Valuation, whichever is greater. Please also refer to the Sarpy County Permit Fee Schedule and Electric, Mechanical, and Plumbing Fixture Fee Tables attached.

- | | | |
|----|---|--|
| 1. | Residential Dwelling <i>(New or Addition)</i> | |
| a. | Finished Area Above Grade | \$104.00 per sq. ft. |
| b. | Finished Area Below Grade | \$30.00 per sq. ft.; \$35.00 w/walkout |
| c. | Unfinished Above/Below | \$20.00 per sq. ft.; \$25.00 w/walkout |
| d. | Attached Garage | \$25.00 per sq. ft. |
| e. | Deck/Patio | |
| | i. Without roof | \$15.00 per sq. ft. |
| | ii. With roof | \$25.00 per sq. ft. |
| | | Total of fees above + elec/mech/plumb fixture fees from supplemental application |
| 2. | Residential Basement Finish <i>(below grade)</i> | \$35.00 per sq. ft. + elec/mech/plumb fixture fees |
| 3. | Residential Remodel <i>(of existing finished space)</i> | Estimated Project Valuation + elec/mech/plumb fixture fees from supplemental application |
| 4. | Residential Garage Addition or Pole Barn <i>(attached or detached)</i> | \$25.00 per sq. ft. + elec/mech/plumb fixture fees from supplemental application |

5.	Residential Plumbing Permit	\$30.00 issuance fee + plumbing fixture fee from supplemental application
6.	Residential Mechanical Permit	\$30.00 issuance fee + mechanical fixture fee from supplemental application
7.	Residential Electric Permit	
a.	New Construction	\$30.00 issuance fee + \$.04 per sq. ft. + \$30 Temp Pole + \$45 Service + \$30 Pre-Connect
b.	Remodel	\$30.00 issuance fee + electrical fixture fee from supplemental application
8.	Deck	
a.	Uncovered	Greater of Estimated Project Valuation or \$15.00 per sq. ft.
b.	Covered	Greater of Estimated Project Valuation or \$25.00 per sq. ft.
c.	New Stairs Only	Estimated Project Valuation
9.	Shed (144 sq. ft. maximum, per zoning regulations)	\$10.00 per sq. ft.
10.	Fence	\$10.00 per lineal foot
11.	Retaining Wall (4' tall or taller)	Estimated Project Valuation
12.	Solar Panels	Estimated Project Valuation
13.	Swimming Pool	
a.	Above Ground	\$30.00
b.	Below Ground	Estimated Project Valuation + elec/mech/plumb fixture fee from supplemental application
14.	Spa / Hot Tub	\$30.00 + elec/mech/plumb fixture fee from supplemental Application
15.	Lawn Sprinkler System	
a.	In addition to new construction permit	\$35.00
b.	As a separate permit	\$50.00
16.	Residential Plan Review	Based on Permit Valuation

		\$0-\$624.99 = 8% of permit value \$625.00-\$2,499.99 = \$50.00 \$2,500.00 and above = \$100.00
17.	Commercial Building <i>(New, Addition, or Remodel)</i>	Permit Fee is based on Project Valuation calculated on a per square foot construction cost based on Occupant Use and Construction Type in the 2012 ICC Building Valuation Data (BVD) Schedule/Table or Contractor's Valuation, whichever is greater. Refer to the Sarpy County Building Valuation Data Table and Fee Schedule.
18.	Commercial Electrical	\$30.00 base fee + electrical fixture fee
19.	Commercial Plan Review	Greater of \$100 or 25% of Permit Fee External Review: Cost + 25%
20.	Revised Plan Review <i>(copy of stamped plan)</i>	
	a. Residential	\$50.00
	b. Commercial	\$100.00
21.	Commercial or Multi-Family Design Review <i>*Applicable to zoning districts with overlay design standards</i>	Greater of \$250.00 or 20% of permit fee building permit fee
22.	Site Plan Review <i>*Amount added to building permit, as necessary</i>	\$150.00 less than 1 acre \$300.00 1-5 acres \$500.00 over 5 acres
23.	Change of Occupancy	\$100.00 + applicable building permit fees
24.	Grading Permit	
	a. 1 acre to less than 10 acres	\$500.00
	b. 10 acres or more	\$1,000.00
25.	Building Relocation / Moving Permit	\$100.00 + applicable building permit fees

26.	Demolition Permit	
	a. Accessory structure less than 1,200 sq. ft.	\$50.00
	b. Single-Family Dwelling	\$100.00
	c. Commercial Structure	\$250.00
27.	Park Capital Facilities Fee	\$250.00
	<i>*Applied to all new residential and commercial building permits; per dwelling unit or structure</i>	
28.	Septic Permit	\$100.00 + elec/mech/plumb fixture fee from supplemental application
29.	Well Permit	
	a. New Well	\$100.00 + elec/mech/plumb fixture fee from supplemental application
	b. Repair	\$50.00 + elec/mech/plumb fixture fee from supplemental application
	c. Decommission	\$50.00+ elec/mech/plumb fixture fee from supplemental application
30.	Curb Cut (New Opening)	
	a. Fee	\$50.00
	b. Deposit	\$125.00 (refundable upon final inspection)
	<i>*Curb grinding does not require a permit</i>	
31.	Street Opening	
	a. By City Maintenance Department	\$16.00 per sq. ft., \$1,200.00 minimum
	b. By City Contractor	Actual costs + \$200 administrative fee
32.	Sign Permit	\$.50 per sq. ft., \$50.00 minimum
33.	Penalty Fee for No Permit	Triple permit fee
34.	Expired Building Permit Renewal	One-half of new building permit fee
35.	Permit Refund Policy	80% of permit fee
36.	Re-Inspection Fee	\$60.00 per hour
	<i>*Assessed upon third and any subsequent re-inspection</i>	
37.	Inspection Fee Outside of Normal Business Hours	\$60.00 per hour

**Two hour minimum*

38. **Other Inspections** (for which no fee is specifically indicated) \$50.00 per hour
** One hour minimum*

CITY FACILITIES RENTAL

1. **Community Building**
 - a. Hourly (*entire building*)
 - i. Residents and business owners *inside* corporate limits \$15.00
 - ii. Residents and business owners *outside* corporate limits \$30.00
**4-hour maximum rental period*
 - b. Daily (*entire building*)
 - i. Residents and business owners *inside* corporate limits \$100.00
 - ii. Residents and business owners *outside* corporate limits \$325.00
 - c. Daily (*gym or basement only*)
 - i. Residents and business owners *inside* corporate limits \$100.00
 - ii. Residents and business owners *outside* corporate limits \$175.00
 - d. Deposit \$250.00 (*refundable*)
 - e. Cleaning Fee Minimum \$100.00 if building is not cleaned after rental period, fee may increase depending upon time and services required for cleanup
2. **Library Meeting Room**
 - a. Daily \$25.00
 - b. Deposit \$150.00 (*refundable*)

ELECTION SERVICES

1. **Election Filing Fees** (*See Ordinance*) 1% of annual salary

LIBRARY SERVICES

1. **Damaged & Lost**
 - a. Books Replacement Cost
 - b. Magazines Replacement Cost
 - c. Audio Tapes Replacement Cost
 - d. Videos Replacement Cost
 - e. Home Projector Kit Replacement Cost of Parts or All

f.	Yard Games	Replacement Cost
g.	Cake Pans	Replacement Cost
h.	Telescope	Replacement Cost of Parts or All
i.	Binoculars	Replacement Cost of Parts or All
j.	Adventure Passes	Replacement Cost
2.	Fines	
a.	Books and Magazines	\$.10 per day
b.	Audio Books	\$.10 per day
c.	Videos/DVDs	\$1.00 per day
d.	Home Projector Kit	\$5.00 per day
i.	Deposit for Checkout	\$100.00 (<i>refundable</i>)
e.	Yard Games	\$1.00 per day
f.	Cake Pans	\$.10 per day
g.	Adventure Passes	\$1.00 per day
h.	Telescope	\$5.00 per day
i.	Deposit for Checkout	100.00 (<i>refundable</i>)
i.	Binoculars	\$5.00 per
i.	Deposit for Checkout	\$50.00 (<i>refundable</i>)
3.	Inter-Library Loan	\$2.00
4.	Non-resident Library Card	\$35.00 annually
<u>MISCELLANEOUS</u>		
1.	Fee for Returned Checks (<i>NSF</i>)	\$30.00
2.	Property Cleanup Services (<i>including but not limited to mowing/lawn service, snow removal and tree trimming</i>)	\$300.00 per hour per city employee (<i>not prorated</i>)
	Lien for Property Cleanup Services	Amount owed for services rendered plus applicable lien recording and releasing fees
3.	Request for Records (<i>State Statute</i>)	\$5.00 per half hour over 4 hours + copy costs

OCCUPATION FEES / FRANCHISE FEES / IN LIEU OF TAXES
(*State Statute requires these fees be set by Ordinance*)

1.	Advertising Bench	
a.	Application	\$10.00
b.	Renewal application	\$10.00

2.	Billiards, Pool Tables	\$10.00 annually
3.	Fire Insurance Companies (<i>State Statute</i>)	\$5.00 annually
4.	Fireworks Stands	
	a. June 25 – July 4 Selling Period	\$2,500.00
	b. December 29 – 31 Selling Period	\$500.00
	c. Deposit	\$500.00 (<i>refundable</i>)
5.	Franchise Fees/In Lieu of Taxes	
	a. Electricity	5% of gross revenues
	b. Gas (<i>State Statute §14-2139</i>)	2% of gross revenues
	c. Cable Television (<i>State Statute sets ceiling</i>)	3% of gross revenues
6.	Liquor Establishments	
	a. Class A – Beer On Sale Only	\$150.00
	b. Class B – Beer Off Sale Only	\$150.00
	c. Class C – All Alcoholic Liquor On & Off Sale	\$500.00
	d. Class D – All Alcoholic Liquor Off Sale Only	\$300.00
	e. Class I – All Alcoholic Liquor On Sale Only	\$375.00
	f. Class L – Craft Brewery (Brew Pub)	\$375.00
	g. Class W – Wholesale Beer	\$750.00
	h. Class X – Wholesale Liquor	\$1,125.00
	i. Class Y – Farm Winery	\$375.00
	j. Class K – Catering	\$150.00
7.	Mechanical Amusement Devices	\$10.00 annually
8.	Mobile Home Park	
	a. New Application	\$500.00 + professional fees
	b. Annual Fee	\$10.00 per pad
9.	Sexually Oriented Business	
	a. New Application	\$500.00 + professional fees
	b. Annual Fee	\$500.00
10.	Special Designated Liquor Licenses	
	a. Application	\$50.00 per day + State Fee
	b. Deposit	\$500.00 (<i>refundable</i>)
11.	Tattoo Parlor	
	a. New Application	\$500.00 + professional fees
	b. Annual Fee	\$500.00
12.	Telephone Occupation Tax	3% of gross receipts as defined by ordinance

13. **Tobacco License** (*State Statute*) \$10.00 annually
14. **Vendor/Hawker/Peddler**
 - a. Annually \$150.00 per person
 - b. Per day \$50.00 per person

PLANNING SERVICES

1. **Annexation Requests** \$100.00 + professional services costs (*i.e., legal, engineering, planning, and administration*)
2. **Arterial Street Improvement Policy Fees (ASIP)**
 - a. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural Residential District, a fee of 0.75% of the building permit valuation shall be charged at the time the building permit is issued.
 - b. For all new residential construction, including single family dwellings, town homes, and duplexes, a fee of 0.75% of the building permit valuation shall be charged at the time the building permit is issued.
 - c. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
 - d. For new multi-family residential construction, a fee in the amount of \$7,500.00 per development acre shall be charged one-half upon approval and execution of final plat and one-half at the time the building permit is issued or at the time agreed to by the Springfield City Council in an approved developer or subdivision agreement.
 - e. For new civic, public facility, office and commercial use type construction, as defined in the City of Springfield Zoning Code, a fee in the amount of \$7,500.00 per development acre shall be charged one-half upon approval and execution of final plat and one-half at the time the building permit is issued or at the time agreed to by the Springfield City Council in an approved developer or subdivision agreement.
 - f. For new industrial construction, a fee in the amount of \$7,500.00 per development acre shall be charged one-half upon approval and execution of final plat and one-half at the time the building permit is issued or at the time agreed to by the Springfield City Council in an approved developer or subdivision agreement.
3. **Board of Adjustment / Variance Request** \$250.00
4. **Connection-Capital Facilities Fees***
 - a. Sewer Connection-Capital Facilities Fees

City of Springfield Connection Fees: Applies to Springfield Pines and Springfield Commerce as per approved Subdivision Agreements for those developments.

Residential - Single Family	\$3,500.00 per unit
Residential - Duplex	\$3,500.00 per unit
Residential – Mobile Home	\$3,500.00 per unit
Residential - Multi Family	\$2,980.00 per unit
Commercial/Industrial	\$17,500.00 per acre

Sarpy County and Cities Wastewater Agency Connection Fees¹:

Property Use	FY 2023-2024 July 1, 2023 – June 30, 2024	FY 2024-2025 July 1, 2024 – June 30, 2025	FY 2025-2026 July 1, 2025 – June 30, 2026	FY 2026-2027 July 1, 2026 – June 30, 2027	FY 2027-2028 July 1, 2027 – June 30, 2028
Single-family Residential lots located in the Urban Reserve Zone (“URZ”) ² consisting of three acres or less, and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations	\$4,571 per parcel/ tract/lot	\$5,714 per parcel/ tract/lot	\$6,000 per parcel/ tract/lot	\$6,300 per parcel/ tract/lot	\$6,615 per parcel/ tract/lot
Single-family Residential parcel/tract/lots located in the URZ consisting of twenty acres or more, and approved for development through applicable Member large-lot or similar type zoning and/or subdivision regulations	\$4,571 per parcel/ tract/lot	\$5,714 per parcel/ tract/lot	\$6,000 per parcel/ tract/lot	\$6,300 per parcel/ tract/lot	\$6,615 per parcel/ tract/lot
All other uses that do not fall within the residential uses described in the two rows immediately above including, without limitation, all other Residential, Commercial, Industrial, Civic and Multi-Family Uses	\$22,845 per acre	\$28,556 per acre	\$29,984 per acre	\$31,484 per acre	\$32,059 per acre

**Single-family residential lots located in the URZ consisting of (i) three acres or less and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations, or (ii) twenty acres or more and approved for development through applicable Member large lot or similar type zoning and/or subdivision regulations shall pay a flat connection fee in accordance with the schedule above.*

¹ The Connection Fees for FY 2024-2025 reflect a 25% increase to the Connection Fees for FY 2023-2024. The Connection Fees for FY 2025-2026, and for each fiscal year thereafter, reflect a 5% increase over the prior year's fee.

²As defined pursuant to the Agency's Growth Management Plan initially adopted by the Agency on June 26, 2019, pursuant to Resolution No. 2019-004, as amended from time to time, with the most recent amendment adopted by the Agency Board on June 28, 2023, pursuant to Resolution 2023-019.

b.	Water Connection-Capital Facilities Fees	
i.	Residential - Single Family	\$1,000.00 per unit
ii.	Residential - Duplex	\$1,000.00 per unit
iii.	Residential - Multi Family	\$1,000.00 per unit
iv.	Residential - Park or Common Area	\$500.00 per acre
v.	Commercial/Industrial	\$2,000.00 per acre

**Refer to Springfield Municipal Codes §3-105.03 and §3-209.03 for applicability and payment due date.*

5.	Comprehensive Plan Amendment	\$500.00
6.	Conditional Use Permit	
a.	1 acre or less	\$300.00
b.	Over 1 acre	\$500.00
c.	Amendment / Renewals	\$150.00
7.	County Filing Fees <i>(if filed by city)</i>	\$100.00 + actual filing costs
8.	Flood Plain Development Permit	\$500.00
9.	Park and Open Space	.04 acres per unit at Final Plat
a.	Cash in Lieu of Land	\$30,000.00 per acre*

**This fee applies to residential development only. Calculated on the basis of each dwelling unit constituting .04 acres. In satisfaction of a subdivider's required dedication of land for parks, playgrounds, trails or recreational uses per City Subdivision Regulations and/or the subdivider's required in lieu of fee, the City may, in its discretion, accept in whole or in part, the cost of park/recreational improvements installed and paid for by the subdivider, such as pedestrian/bike trail improvements, trees, and other park/recreational improvements as set forth in a City approved park/recreational improvement plan incorporated into a subdivision agreement. Such dedications, in lieu of fee payment, or accepted park/recreational improvements are to be made or paid by the subdivider and shall not be made, paid or reimbursed by a sanitary improvement district.*

10.	Plat Fees	
a.	Administrative Plat <i>(lot split/consolidation)</i>	\$300.00
b.	Preliminary Plat	\$750.00 plus \$10.00 per lot
c.	Revised Preliminary	\$250.00
d.	Final Plat	\$500.00 plus \$10.00 per lot
e.	Replat	\$750.00 plus \$10.00 per lot

- g. Vacation of Plat \$150.00
**Lots include outlots*
- 11. **Subdivision Agreement**
 - a. Amendment Request \$250.00
 - b. Rescission and Replacement of a Previously Recorded Agreement \$750.00
- 12. **Tax Increment Finance Project** 1 ½ % of project cost to be tax increment financed
- 13. **Vacation of Public Right-of-Way** \$150.00

14. **Watershed Fees**

	FY 2025	FY 2026	FY 2027	FY2028	FY2029
Fee Category	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028	July 1, 2028 – June 30, 2029
Single Family Residential per dwelling unit (also includes low-density multi-family up to 4-plexes)	\$1,058	\$1,090	\$1,122	\$1,156	\$1,191
High-Density Multi-Family Residential per gross acre (beyond 4-plexes)	\$4,656	\$4,795	\$4,939	\$5,087	\$5,240
Commercial/Industrial/Institutional per gross acre	\$5,642	\$5,812	\$5,986	\$6,166	\$6,351

- 15. **Zoning Map Amendment** \$400.00 (*\$200.00 refundable if denied by Council*)
- 16. **Zoning / Subdivision Regulations Text Amendment** \$500.00

POLICE SERVICES

- 1. **Parking Violations**
 - a. Warning No Charge
 - b. 1st offense \$25.00
 - c. Subsequent offenses \$100.00

SEWER UTILITY FEES

(*State Statute requires these fees be set by Ordinance*)

- 1. **Sewer Tap Inspections**
 - a. ¾" \$400.00
 - b. 1" \$500.00
 - c. 1 ½" \$600.00
 - d. 2" \$700.00
 - e. 3" \$800.00
 - f. 4" \$900.00

g.	6"	\$1,100.00
h.	8"	\$1,300.00
i.	10"	\$1,500.00
j.	12"	\$1,700.00
	Out of City	150% of fee

2. **Sewer Use Rates**

- a. Inside city limits ~~\$45.00~~**\$46.00** per month plus
~~\$6.00~~**\$7.00** per 1,000 gallons of
usage, calculated annually
based upon water consumption
for the months of December,
January and February (*January,
February and March billing*)
- b. Outside city limits 150% of inside city limit rate

Sarpy County and Cities Wastewater Agency Rate and Fee Schedule

USER RATES¹ (*per 1,000 gallons*)

Wholesale User Rates. The below Wholesale User Rates shall apply to wastewater flows from (a) Member sewer systems connected to the Unified SSWS under a connection and wastewater service agreement between the Agency and such Member(s); and (b) users connected to the Unified SSWS under a wastewater service or connection agreement between the Agency and such user(s). Wholesale User Rates shall be computed based on actual wastewater flows measured by flow meters at connection points to the Unified SSWS or as otherwise set forth in such wastewater service or connection agreement between the Agency and the Member (or other user, as applicable).

Property Use	FY2023-2024 July 1, 2023 – June 30, 2024	FY2024-2025 July 1, 2024 – June 30, 2025	FY2025-2026 July 1, 2025 – June 30, 2026	FY2026-2027 July 1, 2026 – June 30, 2027	FY2027-2028 July 1, 2027 – June 30, 2028
Residential	\$10.21	\$10.81	\$11.36	\$11.95	\$12.58
Commercial/Civic/Multi-Family	\$10.21				
Industrial	\$15.32				

Service Agreement User Rate. The below Service Agreement User Rate shall apply to wastewater flows from users and developments connected to existing Member sewer systems within and subject to the Agency's Jurisdiction and subject to a service agreement between the Agency and each such Member. Unless otherwise set forth in a separate service agreement or connection and wastewater service agreement between the applicable Member and the Agency, the Service Agreement User Rate will be computed based on the water consumption calculated and billed by each Member's water service provider. The Member's calculation of water consumption may be based on actual consumption, average consumption, or a combination thereof.

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
--------------	--------------	--------------	--------------	--------------	--------------

	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028
All Uses	\$6.38	\$6.79	\$7.16	\$7.57	\$8.01

¹ The User Rates reflect a 5% increase over the prior year's rate.

3. **Utility Deposit** (includes water and sewer) \$150.00

WATER UTILITY FEES

(State Statute requires these fees be set by Ordinance)

1. **Water Tap Inspections**
 - a. ¾" \$400.00
 - b. 1" \$500.00
 - c. 1 ½" \$600.00
 - d. 2" \$700.00
 - e. 3" \$800.00
 - f. 4" \$900.00
 - g. 6" \$1,100.00
 - h. 8" \$1,300.00
 - i. 10" \$1,500.00
 - j. 12" \$1,700.00
 - Out of City 150% of fee
2. **Water Meter Fee** City's actual cost per water meter rounded to nearest \$5.00 increment + \$25.00 handling/processing fee
3. **Water Re-connection**
 - a. Water emergency – 1st violation \$50.00
 - b. Water emergency – 2nd violation \$200.00
 - c. Water emergency – 3rd violation \$300.00
 - d. By request of owner
 - i. During business hours \$30.00
 - ii. After business hours \$60.00
 - e. For non-payment or other violation
 - i. During business hours \$40.00
 - ii. After business hours \$80.00
4. **Water Use Rates**
 - a. Inside city limits ~~\$34.94~~**\$36.00** per month for 2,000 gallons, ~~\$3.495~~**\$3.00** per 1,000 gallons of usage thereafter
 - b. Outside city limits 150% of inside city limit
5. **Non-service area customer** \$25 for each 500 gallons

(does not include SIDs governed by Subdivision Agreement)

- | | | |
|----|---------------------------------------|---|
| 6. | Non-working/Non-readable Meter | \$100.00 per month + minimum water/sewer bill |
| 7. | Meter tampering | \$500.00 |

Section 2. Fees not listed in the previous section are still valid and applicable as noted in their documents of origin.

Section 3. This ordinance does not prohibit the development and implementation of additional fees.

Section 4. For fees which are required to be adopted by State Statute, this ordinance serves as an affirmation and shall not override the governing statute.

Section 5. Any City official is hereby authorized and directed to refuse service to anyone who refuses to pay the fee established for that service.

Section 6. No fee shall be waived or refunded without approval of the Springfield City Council.

Section 7. The City of Springfield shall have the right to charge, in addition to the above fees, any overtime costs incurred in connection with the service.

Section 8. This ordinance shall be in full force and effect from and after its passage, approval and publication or posting as required by law.

Section 9. That any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions is hereby repealed.

Passed and Approved this 15th day of September 2026.

Robert Roseland, Mayor
(SEAL)

Attest: Barbara Henninger, City Clerk

Agenda Item 6. Motion by Herzog, seconded by Liebentritt, to waive the community building rental fee for Springfield/Westmont Girl Scout Troop #48152 to hold a Friendsgiving on November 12, 2026, from 4:00 p.m. to 8:00 p.m. AYES: Neitzel, Herzog, Liebentritt. NAYS: None. ABSENT: Mayor Roseland, Murtha presiding as Mayor. Motion carried.

Agenda Item 7. Motion by Neitzel, seconded by Liebentritt, to approve the bid from Langfeldt Overhead Door in the amount \$6,850.00 for the purchase and installation of an 18'2" x 11' Midland R-9.25 insulated value garage door on the newly constructed material bay at the maintenance shop. AYES: Neitzel, Herzog, Liebentritt. NAYS: None. ABSENT: Mayor Roseland, Murtha presiding as mayor. Motion carried.

Agenda Item 8. Motion by Herzog, seconded by Neitzel, to table agenda item 8, regarding options to block vehicular access to a portion of Springfield Creek Trails & Recreation Area south of Platteview Road, east of the trailhead and Springfield Creek, until the October 6, 2026, City Council meeting. AYES: Neitzel, Herzog, Liebenritt. NAYS: None. ABSENT: Mayor Roseland, Murtha residing as Mayor.

Agenda Item 9. Council discussed an organization's or business's regular use of the Community Building and the impact reoccurring rentals would have on resident rentals. Council decided that if an organization or business wants to reserve the community building for multiple days a week or regular weekly/monthly usage that they will be limited to only one booking per week and only between Monday through Thursday.

Agenda Item 10. Motion by Herzog, seconded by Neitzel, to leave the northwest parking spot at the intersection of South 2nd and Main Streets as is. AYES: Neitzel, Herzog, Liebenritt. NAYS: None. ABSENT: Mayor Roseland, Murtha presiding as Mayor. Motion carried.

Agenda Item 11. Kathleen Gottsch, City Administrator, reported that maintenance employees must have a CDL license to operate the city's dump/plow trucks. Federal law now requires drivers to pass an Entry Level Drivers Training (ELDT) class before obtaining a CDL license. Obtaining a CDL license has been a requirement of city employment for all maintenance employees in prior years. Council reviewed ELDT class details from three area providers. Costs ranged from \$650-\$3,200 per class and the length of class time varied from a few days to several weeks. Council decided that an employee must work for the city for one year before the city would require and pay for an ELDT class.

Agenda Item 12. Motion by Herzog, seconded by Liebenritt, to approve a 3% cost-of-living allowance for regular part-time and regular full-time employees. AYES: Herzog, Liebenritt. NAYS: Neitzel. Absent: Mayor Roseland, Murtha presiding as Mayor. Motion carried.

Agenda Item 13. Motion by Herzog, seconded by Neitzel, to approve a 4% merit increase for Kellie Banks, Library Director. AYES: Neitzel, Herzog, Liebenritt. NAYS: None. ABSENT: Mayor Roseland, Murtha presiding as Mayor. Motion carried.

Agenda Item 14. Motion by Herzog, seconded by Neitzel, to approve a 4% merit increase for Brittany Nath, Library Assistant. AYES: Neitzel, Herzog, Liebenritt. NAYS: None. ABSENT: Mayor Roseland, Murtha presiding as Mayor. Motion carried.

Department Reports

Agenda Item 1. Neitzel reported that Jody Baughman, Utility Billing Clerk, and Heath Shemek, Water/Sewer Operator, have been busy with non-working water meter replacements. Of the 97 non-working meters, 46 have been replaced, 16 have special issues and the last 37 notice letters have been sent out. There were only four penalty letters were sent out because of the 30-day grace period not being met. Neitzel further reported that Shemek has been directed to create a schedule to split the city into three parts for hydrant flushing on an annual basis. Shemek will also create a schedule for valve exercising. Neitzel would like to see Shemek and Baughman work together to record the progress.

Agenda Item 2. Murtha reported that painting of the pickleball courts has been placed on hold due to the rainy weather. Murtha further reported that a lot of events are scheduled for next week. Saturday, September 19, is the Easy-as-Pie contest at the Springfield Memorial Library, beginning at 6:30 p.m.

Tuesday, September 22 is the American Discovery 250 Relay that will make its way through Springfield. The community is hosting a Do the Trail event at Railroad and Main Streets in conjunction with the relay. Wednesday, September 23 is the Springfield Platteview Homecoming Parade. Sunday, September 27 is the last Farmers Market for the season at the American Legion beginning at 9:00 a.m.

Agenda Item 3. Herzog reported that the community building is doing great and this Saturday, September 19 is the library's Easy-as Pie contest. The library has also started their fall schedule of events.

Agenda Item 4. Liebentritt reported that Bryan Cherry, Street Commissioner, has competed all the larger concrete street projects for the year and will be working on installation of a sidewalk at the maintenance shop. Liebentritt further reported that Cherry will be hauling asphalt millings to the maintenance yard and then start taring streets.

Agenda Item 5. No department report from Mayor Roseland.

Agenda Item 6. No additional department reports from city staff.

Adjournment

Motion by Herzog, seconded by Liebentritt, to adjourn. AYES: Neitzel, Herzog, Liebentritt. NAYS: None. ABSENT: Mayor Roseland, Murtha presiding as Mayor. Meeting adjourned at 8:01 p.m. Motion carried.

I, the undersigned, City Clerk for the City of Springfield, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 15, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Barbara Henninger
City Clerk

Robert Roseland, Mayor

Date

Barbara Henninger, City Clerk

Date

City of Springfield
Cash Disbursements Journal
For the Period From October 2026

Name	Amount	Account Description	Check #	
Aflac	1,113.04	Aflac-Gen/Lib/Prk/Scr/Wtr/Swr/Str	EFTPS	
Amazon Business	251.25	Community Events-SlsTx; Office Supplies-Gen; Office Equip-Gen		
Amazon Capital	759.51	Books-Lib; Library Supplies-LibRestr		
Ameritas Life	101.90	Aflac-Gen/Lib		
Aqua-Chem	685.00	Chemicals-Wtr		
Blue Cross Blue Shield	9,755.24	Health Ins-Gen/Lib/Prk/Scr/Wtr/Swr/Str	EFTPS	
Block Electrical Contracting	215.00	Community Betterment-SlsTx		
BSC Janitorial	720.00	Janitorial-Gen		
Casey's General	Bill Not Received	Fuel-Prk/Scr/Wtr/Swr/Str; Supplies-Wtr	EFTPS	
Center Point	97.08	Books-Lib		
Charter Communication	359.99	Internet-Gen/CommBldg/Str		
Cosgrave Company	1,175.00	Supplies-Prk		
CoreTech	Bill Not Received	Telephone-Lib		
Diggers (One Call Concepts)	Bill Not Received	Diggers Hotline-Wtr		
Eagle Services	Bill Not Received	Rental-Prk/Scr		
(Eakes) Five Points Bank	88.42	Office Equipment-Gen		
Eakes Office Solutions	288.26	Office Equipment-Gen		
EastWest Books	89.93	Books-Lib		
Everon	103.61	Security System-Lib		
Executive Janitorial	250.00	Janitorial-Comm Bldg		
First National Bank	672.81	Prof Svcs-TechSupport-Gen; Subscriptions-Gen; Publication Cost-Gen; Telephone-Gen/Lib	EFTPS	
Gale	128.25	Books-Lib		
Good Housekeeping	29.97	Books-Lib		
Government Forms	334.88	Printing-Gen		
Grass Pad	448.10	R&M Grounds-Prk/scr		
Haney Shoe Store	255.99	Uniform Allowance-Scr/Str		
Home Depot	135.94	Building-Str		
Hyrdo Optimization	1,028.75	Prof Svcs-TechSupport-Wtr; Office Equip-Wtr		
League of NE Municipalities	100.00	Dues-Gen		
Logan	2,908.68	Supplies-Str; Asphalt & Concrete-Str		
Lookout Books	208.81	Books-Lib		
MicroMarketing	389.05	Books-Lib		
Michael Todd	1,263.78	R&M Building-Str		
MUD	265.04	Natural Gas-Gen/Lib/Comm Bldg/Str		
Municipl Supply	4,307.22	Meter Updrades-Wtr		
Mill Creek Auto (NAPA)	107.69	Supplies-Str; Tools&Misc Equip-Str		
Nebraska Assigned Risk (Travelers)	Bill Not Received	Insurance-Gen/Lib/Pks/Comm Bldg/Wtr/Swr/Str	EFTPS	
Nebraska Public Health Environmental Lab	34.00	Testing-Wtr		
Neenah Foundry	3,433.00	R&M Grounds-Swr		
Network Needs	1,700.00	Prof Svcs-Tech Support-LibRestr		
Olsson	21,544.23	Tower-Wtr; Water Main Extension-Wtr; Buffalo Prk-SlsTx; Prof Svcs-Engineering-Gen/Wtr/Swr/Str		
OPPD	7,810.47	Electricity-Gen/Lib/Prk/Scr/Comm Bldg/Wtr/Swr/Str		
Papillion Sanitation	Bill Not Received	Waste Disposal-Gen/Lib/Prk/Comm Bldg/Str		
Pomps Tire Service	753.66	R&M Equip-Str		
Principal Life Insurance Company	986.95	Health Insurance-Gen/Lib/Prk/Scr/Wtr/Swr/Str	EFTPS	
Sarpy County Building Inspector	65.00	Prof Svcs-Bldg Inspector-Gen		
Sarpy County Fiscal Administrator	423.00	Animal Control-Gen		
Sarpy County Treasurer	11,430.00	Law Contract-Gen		
SCCWWA	47,787.84	SCCWWA User Fees-Sewer		
Schmieder, Marcie	300.00	Janitorial-Lib		
Seidler & Seidler	0.00	Prof Svcs-Legal-Gen/Swr/Str; Buffalo Park-SlsTx		
Sightline Planning	4,400.00	Prof Svcs-Planning-Gen		
Springfield Ace Hardware	450.18	Supplies-Scr/Str; R&M Bldg-CommBldg; R&M Vehicle-Str; R&M Grounds-Prk/Scr/Wtr/Str; Tools&Misc Equip-CommBldg; CommBetterment-SlsTx		

Approval Date : _____

Continued on reverse side

Signature: _____

City of Springfield
Cash Disbursements Journal
For the Period From October 2026

Name	Amount	Account Description	Check #	
Tractor Supply	91.97	R&M Ground-Prk; Tols&MiscEquip-Str		
TY's Outdoor Power	33.43	R&M Equip-Prk/Scr		
USG	4,225.00	R&M Grounds-Swr		
Walkers Uniform Rental	341.76	Laundry-Gen/Comm Bldg/Str		
Water Deposits Refunds	377.50			
Payroll	84,649.85			
VOYA Retirement ER	7,640.60			
Medical Reimbursement	8,074.97			
Total	235,191.60			
Transfer from General to:				
Sales Tax Savings	3,559,602.82			
Total	3,559,602.82			
Transfer to General for:				
Expenses paid by Sales Tax Savings	3,227.00			
Expenses paid by Keno Comm Betterment	8,241.00			
Total	11,468.00			

Approval Date : _____

Continued on reverse side

Signature: _____



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
October 6, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Consent Agenda Item 3	St. Joseph Catholic Church- Special Designated Liquor License for Fundraiser	Barb Henninger City Clerk

Synopsis

St. Joseph Catholic Church has submitted an application for a special designated liquor license to serve beer and distilled spirits at their ladies' guild fall fundraiser on November 7, 2026, from 5:00 p.m. to 7:30 p.m. at St. Joseph Catholic Church, 100 S 9th Street.

A copy of the local recommendation form is attached. The deposit and fee have been paid.

Recommendation

Staff recommends approval.

Attachments

Special Designated Liquor License Local Recommendation Form

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

154203

St Joseph Catholic Church

License #

Licensee Name/Non-Profit Organization

Event location name: St. Joseph Catholic Church

Event address/location: 100 S 9th St, Springfield, NE 68059

Event Type: Ladies' Guild Fall Fundraiser

Event date(s): 11/7

Event start time(s): 5pm

Event end time(s): 7:30pm

Indoor area to be licensed in length & width: 80 X 40

Outdoor area to be licensed in length & width: N/A X N/A (Must submit a diagram)

Estimated number of attendees: 300

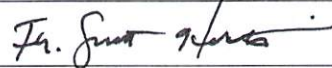
Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer ☒ Wine ☐ Distilled Spirits ☒

Event contact name: Fr. Scott Hastings Event contact phone number: (402) 679-4977

Event contact Email: sahastings@archomaha.org

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Consent Agenda Item 4	Tabled September 15, 2026. Consider approval of Resolution 2026-30 entering into an Interlocal Agreement with Sarpy County for Road Improvements on 6 th Street, Pflug Road, 132 nd Street and Main Street	Kathleen Gottsch City Administrator

Synopsis

Sarpy County is planning roadway improvements within Springfield's growth area, including the construction of a two-lane paved roadway on Pflug Road from Highway 50 to 132nd Street, which includes the complete replacement of the Pflug Road Bridge. Additional improvements include a two-lane paved roadway on 6th Street from the current pavement endpoint at Mulberry to Pflug Road, three-lane paved improvements on 132nd Street from Main Street to Pflug Road, and two-lane paved improvements on Main Street from 10th Avenue to the eastern boundary of SID 390 (Village on Main).

Pursuant to the city's agreement with Sarpy County, Springfield is responsible for funding the portions of the roadway improvements located within city limits. This includes approximately 1,195 feet of Pflug Road (both northbound and southbound lanes) and approximately 200 feet of 6th Street (both eastbound and westbound lanes).

A map depicting the preliminary roadway improvement plan and a preliminary cost estimate are attached for reference. Based on the current estimate, the city's share of the project is approximately \$634,892.68. The FY 26-27 budget includes \$560,000 for this project based on very preliminary cost estimates. Any additional funding required will be included in the FY 27-28 budget.

Sarpy County anticipates advertising the project for bid this spring. Construction is expected to begin along the Pflug Road and 6th Street corridor before progressing to 132nd Street and Main Street.

SIDs adjacent to the proposed roadway improvements, including Village on Main, Springview, Fairmont and Springfield Landing, will also be required to contribute toward the cost of one lane

of adjacent roadway construction. These contributions are governed by agreements with Sarpy County that are required by the city's subdivision agreements for each development.

This Interlocal Agreement outlines the terms and conditions for said road improvements including a description of said road improvements, plans and design, construction, financial cost estimates and payment allocations, future reimbursements, and land acquisition and utility relocation.

Recommendation

Staff recommends approval.

Attachments

Resolution 2026-30
Interlocal Agreement
Preliminary Roadway Improvement Plan
Preliminary Cost Estimates

**RESOLUTION
2026-30**

**Interlocal Agreement with Sarpy County for Road Improvements
Pflug Road, 6th Street, 132nd Street & Main Street**

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska, as follows:

WHEREAS, the City of Springfield and Sarpy County wish to enter into an Interlocal Agreement setting out the terms and conditions and allocation of costs for the construction of public road improvements along Pflug Road, 6th Street, 132nd Street and Main Street; and

WHEREAS, the city shall pay for 100% of the total actual costs of road improvements that are located within the city's corporate limits, which are estimated to be \$634,892.68; and

WHEREAS, future developments adjacent to the road improvements shall be responsible for the total actual costs of one lane of the road improvements based on the amount of frontage of such future development; and

WHEREAS, Sarpy County plans to advertise for bids in the spring of 2027; and

WHEREAS, construction is expected to begin on Pflug Road and 6th Street before progressing to 132nd Street and Main Street.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Springfield, Nebraska, by a majority vote resolved that the Mayor is hereby authorized to execute the Interlocal Cooperation Agreement with Sarpy County for the construction of public road improvements along Pflug Road, 6th Street, 132nd Street and Main Street.

Introduced and Passed this 6th day of October 2026.

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Approved:

Mayor

SEAL

Attest:

City Clerk

INTERLOCAL COOPERATION AGREEMENT

Road Improvements: 6th Street and Pflug Road – County Project C-77(26-12) and 132nd and Main Street – County Project C-77(26-25)

This Agreement is made as of the dates indicated at the signatures below by and between the City of Springfield, Nebraska (hereinafter “City”), and Sarpy County, Nebraska (hereinafter “County”). Collectively, City and County are hereinafter sometimes referred to as the “Parties.”

RECITALS

WHEREAS, the County and the City are duly existing bodies, corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, in order to promote the health, safety, and welfare of the residents of all of the Parties to this Agreement and pursuant to the authority granted to the parties per the Interlocal Cooperation Act, Section 13-801, et. seq., the Parties are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

WHEREAS, Sanitary and Improvement District 387 (“SID 387”) is presently undertaking development of real property, generally located at the northwest corner of 132nd Street and Pflug Road to be known as the Springview subdivision (hereinafter the “SID 387/Springview”).

WHEREAS, Sanitary and Improvement District 390 (“SID 390”) is presently undertaking development of real property, generally located at the southeast corner of 132nd Street and Main Street to be known as the Village on Main subdivision (hereinafter the “SID 390/Village on Main”).

WHEREAS, it is in the best interests and would be mutually advantageous to City and County to improve Pflug Road between 132nd and 144th Streets, 6th Street from Mulberry Lane to Pflug Road, 132nd Street between Main Street and Pflug Road, and Main Street from North 10th Avenue to the eastern edge of the SID 390/Village on Main development, all as generally depicted on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Preliminary Roadway Improvement Plan”), pursuant to the terms of this Agreement.

WHEREAS, the undeveloped land adjacent to 6th Street, Pflug Road, 132nd Street, and Main Street is located outside of the City’s corporate limits but within the City’s extraterritorial zoning jurisdiction and City has zoning and subdivision authority over said land for future development.

WHEREAS, the Parties wish to set out the terms and conditions and the allocation of costs for construction of the public road improvements.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, the County and City, each intending to be legally bound, do hereby mutually agree and contract with each other as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

- a. 132nd Street Improvements. The term “132nd Street Improvements” shall mean that portion of 132nd Street which will be improved at a future time pursuant to the terms of this Agreement as described in Section 2 below and generally shown on the Preliminary Roadway Improvement Plan.
- b. 6th Street Improvements. The term “6th Street Improvements” shall mean that portion of 6th Street which will be improved at a future time pursuant to the terms of this Agreement as described in Section 2 below and generally shown on the Preliminary Roadway Improvement Plan.
- c. Agreement. The term “Agreement” shall mean this Interlocal Cooperation Agreement and all Exhibits to this Agreement.
- d. Bridge Improvements. The term “Bridge Improvements” shall mean the repair or replacement of the existing bridge on Pflug Road that traverses Springfield Creek.
- e. City. The term “City” shall mean the City of Springfield, Nebraska.
- f. County Board. The term “County Board” shall mean the County Board of Commissioners of Sarpy County, Nebraska.
- g. Frontage. The term “Frontage” shall mean the entire length a property abuts a particular public street or intersection. In the instant case, for example, the SID 3878/Springview includes 132nd Street Frontage and Pflug Road Frontage.
- h. Future Developers. The term “Future Developers” shall mean those persons or entities who make an application to City for any of the following: (i) a new single family residential or commercial building permit, (ii) or a platting, subdivision, replatting, or reconfiguration of any portion of a Future Development.
- i. Future Development. The term “Future Development” shall mean those parcels or properties adjacent to the Road Improvements, identified below and shown on Exhibit A, attached hereto and incorporated herein by reference: *(Parcels adjacent to more than one road are listed twice.)*
 - i. Pflug Road North Parcels:
 1. Parcel #011618474 (Pt Tax Lot 21 exc ROW, 24-13-11)
 2. Parcel #010404406 (Irreg esterly Pt of Tax Lot 18, 24-13-11)
 3. Parcel #011613956 (Lot 1, American Legion Springfield)

4. SID 387/Springview (Pt Tax Lot 37A1A1A for SID 387 24-13-11)
 - ii. Pflug Road South Parcels:
 1. Parcel #010383395 (Irreg S Pt Tax Lot 2 Ex 0.85 ac Rd, 25-13-11)
 2. Parcel #011599010 (Irreg N Pt Tax Lot 2, 25-13-11)
 3. Parcel #011592498 (Lot 2 Engberg Acres)
 4. Parcel # 011590642 (Lot 1, Engberg Estates)
 5. Parcel #010378421 (Tax Lot 7, 25-13-11)
 6. Parcel #011577430 (Lot 1, Siewert Addition)
 7. Parcel #010378081 (Tax Lot 8, 25-13-11)
 8. Parcel #010378103 (E1/2 NE1/4 & NE1/4 SE1/4, 25-13-11).
 - iii. 6th Street West Parcel:
 1. Parcel #010404406 (Irreg easterly Pt of Tax Lot 18, 24-13-11)
 - iv. 6th Street East Parcels:
 1. Parcel #011613957 (Outlot A, American Legion Springfield)
 2. Parcel #011613956 (Lot 1, American Legion Springfield)
 - v. Main Street South Parcels:
 1. Parcel #011593516 (Lot 2 St. Joseph Addition)
 2. SID 390/Village on Main
 - vi. Main Street North Parcels:
 1. Parcel #010406298 (NW ¼ 19-13-12)
 - vii. 132nd Street West Parcels:
 1. Parcel #011593516 (Lot 2 St. Joseph Addition)
 2. Parcel #011570134 (Tax Lot 37A1A1B1A 24-13-11)
 3. SID 387/Springview (Pt Tax Lot 37A1A1A for SID 387 24-13-11)
 - viii. 132nd Street East Parcels:
 1. SID 390/Village on Main
 2. Parcel #010406387 (W 1687.34 FT Tax Lot 3 SW1/4 19-13-12)
 3. Parcel #011591653 (SW1/4 SW1/4 of the SW1/4 19-13-12)
 4. Parcel #011298871 (NW1/4 NW1/4 of the NW1/4 30-13-12)
- j. Main Street Improvements. The term “Main Street Improvements” shall mean that portion of Main Street which will be improved at a future time pursuant to the terms of this Agreement as described in Section 2 below and generally shown on the Preliminary Roadway Improvement Plan.
- k. Pflug Road Improvements. The term “Pflug Road Improvements” shall mean that portion of Pflug Road which will be improved at a future time pursuant to the terms of this Agreement as described in Section 2 below and generally shown on the Preliminary Roadway Improvement Plan.

1. Road Improvements. The term “Road Improvements” shall mean the 6th Street Improvements, Pflug Road Improvements, 132nd Street Improvements, and Main Street Improvements collectively.
- m. Total Actual Cost. The term “Total Actual Cost” or “Cost” being used interchangeably, shall mean the complete final cost incurred in the design and construction of the road or other public improvements including, without limitation, design costs, engineering fees, right-of-way or easement acquisition, any environmental studies or documentation, testing expenses, construction administration, and related fees and expenses. The Total Actual Cost shall not include any costs for attorney’s fees, publication, accounting, financing, or acquisition of financing, incurred by any Party.
2. Road Improvements. The Road Improvements will include the 6th Street Improvements, Pflug Road Improvements, 132nd Street Improvements and Main Street Improvements set out below:
 - a. 6th Street Improvements. The 6th Street Improvements will include creation of a paved roadway satisfying urban section standards, from the existing pavement at Mulberry Lane and south to the intersection of 6th Street and Pflug Road, to include without limitation, design, engineering, environmental studies or documentation, construction administration, acquisition of right of way or easements, change of grade, portland cement, utility relocation, curbs, gutters, storm sewers or other drainage facilities, grading, paving, and related improvements for the realignment, construction, and installation of a paved roadway along 6th Street which shall include two lanes with a widened intersection at 6th Street and Pflug Road. The 6th Street Improvements shall not include the costs of any trails, lighting, sidewalks, recreational features, fencing, or traffic signalization.
 - b. Pflug Road Improvements. The Pflug Road Improvements will include creation of a paved roadway satisfying urban section standards along Pflug Road beginning from the existing pavement at Highway 50 and east to the intersection of 132nd Street, approximately 5,280 linear feet, as generally located and shown on the Preliminary Roadway Improvement Plan, to include without limitation, design, engineering, environmental studies or documentation, construction administration, acquisition of right of way or easements, change of grade, Portland cement, utility relocation, curbs, gutters, storm sewers or other drainage facilities, grading, paving, and related improvements for the construction and installation of a paved roadway along the Pflug Road which will include two lanes with widened intersections at 6th Street and Pflug Road and 132nd Street and Pflug Road. The Pflug Road Improvements shall not include the costs of the Bridge Improvements nor any trails, lighting, sidewalks, recreational features, fencing, or traffic signalization.
 - c. 132nd Street Improvements. The 132nd Street Improvements will include creation of a paved roadway satisfying urban section standards, from the intersection of 132nd Street and Main Street south to the intersection of 132nd Street and Pflug Road to include without limitation, design, engineering, environmental studies or documentation, construction administration, acquisition of right of way or easements, change of grade, portland cement, utility relocation, curbs, gutters, storm sewers or other drainage facilities, grading, paving,

and related improvements for the realignment, construction, and installation of a paved roadway along 132nd Street which shall include three lanes with widened intersections at 132nd Street and Main Street and 132nd Street and Pflug Road. The 132nd Street Improvements shall not include the costs of any trails, lighting, sidewalks, recreational features, fencing, or traffic signalization.

- d. Main Street Improvements. The Main Street Improvements will include creation of a paved roadway satisfying urban section standards from approximately North 10th Street east to the eastern edge of the SID 390/Village on Main subdivision to include without limitation, design, engineering, environmental studies or documentation, construction administration, acquisition of right of way or easements, change of grade, portland cement, utility relocation, curbs, gutters, storm sewers or other drainage facilities, grading, paving, and related improvements for the realignment, construction, and installation of a paved roadway along Main Street which shall include two lanes with a widened intersection at 132nd Street and Main Street. The Main Street Improvements shall not include the costs of any trails, lighting, sidewalks, recreational features, fencing, or traffic signalization.
3. Traffic Signalization Improvements. The Parties anticipate that the construction and installation of signalization, intersection, and related improvements at the intersection of 132nd Street and Pflug Road and 132nd Street and Main Street may be necessary at a future time. Notwithstanding any other provision herein, County shall not contribute to the Cost of any signalization improvements to the intersection of 132nd Street and Pflug Road. 132nd Street and Main Street, or any other intersection.
4. Plans and Design. The County will be the lead agency and shall have control and responsibility for the construction of the Road Improvements and the Bridge Improvements. The County shall contract with an engineering firm licensed in the State of Nebraska (the "Engineering Contractor") for the preparation of plans and specifications for the construction of the Road Improvements consistent with the Preliminary Roadway Improvement Plan. Construction administration, construction management, staking, and the public bidding of the Road Improvements shall be performed by County. The timing and construction of the Road Improvements shall be at County's sole discretion, dependent upon project priority and funding.
5. Construction. Subject to the conditions and provisions hereinafter specified, County agrees to cause the Road Improvements to be constructed in accordance with the final plans and specifications. During the course of the construction of the Road Improvements, the City may at any time cause inspection of the work to ensure compliance with the final plans and specifications. The Parties hereto agree that the County will own, operate and, at its cost, maintain all of the Road Improvements constructed or installed within the right-of-way upon completion until such time as these obligations are passed to another entity by operation of law.
 - a. Bids. All construction work occasioned by this Agreement shall be performed by the contractors furnishing the lowest responsible bid as determined pursuant to formal bidding

requirements in accordance with the laws of the State of Nebraska and as thereafter approved by the Parties ("Actual Low Bid").

- b. Guarantee Period. Prior to the start of construction, all contractors performing work on the Road Improvements shall furnish a performance bond to the County, which shall remain in full force and effect for a period of two (2) years following acceptance of construction by County ("Guarantee Period"). Said performance bond shall provide for the good and faithful performance of the construction contract, plans and specifications by contractor, for compliance by contractor with all applicable laws, for payment of material, labor and rentals, and for the payment of the unemployment payment to the Department of Labor of the State of Nebraska as provided by law. Additionally, all contractors performing work on the Road Improvements discussed herein shall expressly guarantee the work and materials described herein during the Guarantee Period. Further, County shall require all contractors to (1) agree to correct and repair promptly all failures of any kind during the Guarantee Period and (2) deliver the work or materials in all respects in good condition and repair.
 - c. Adherence. All contracts with third parties pertaining to the construction of Road Improvements shall, in part, provide full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by the County's engineers or Engineering Contractor, and for final payment upon completion and certification by the County's engineers or Engineering Contractor.
6. Preliminary Estimate. A preliminary estimate of costs based on 10% completed design plans for the Pflug Road Improvements and the 6th Street Improvements are set forth in Exhibit B attached hereto and incorporated herein by this reference (hereinafter "Preliminary Cost"). After receipt of the 90% completed design plans for the Pflug Road Improvements and the 6th Street Improvements, County will provide City an updated estimate based on said 90% completed design plans.
7. Allocation and Payment of Cost. Payment for the Total Actual Cost of the Road Improvements shall be made by each of the Parties hereto in accordance with the terms of this Agreement. Parties will allocate appropriate funds in accordance with the estimates and pro-rata shares described herein. Any Total Actual Cost exceeding the Estimated Cost shall be treated and paid in the same proportion as set out below, unless otherwise provided for herein. The Total Actual Cost shall be split between the Parties as follows:
- a. County Share: The County will initially pay 100% of the Cost of the Road Improvements and Bridge Improvements. County will seek reimbursement from City for City Share and the Future Developers' Share, each as defined below, as set forth herein.
 - b. City Share: The City shall pay for 100% of the Total Actual Cost of the Road Improvements that are located within City's corporate limits as generally shown on the Preliminary Roadway Improvement Plan (the "City Share"). Upon completion of each portion of the Road Improvements and the Total Actual Cost is known, County will submit an invoice to

the City and the City shall pay the City Share to County no later than sixty (60) days after receipt of an invoice. If the Total Actual Cost of the Road Improvements exceeds the Preliminary Cost by more than 10%, the City may defer payment of the amount exceeding the 10% threshold until no later than sixty (60) days after the start of the next fiscal year.

- c. Future Developer Share: Each Future Developer shall be responsible for and reimburse the appropriate Party for the Total Actual Cost of one lane of the Road Improvements based on the amount of Frontage of such Future Development ("Future Developer Share"). County may invoice a Future Developer for the Future Developer Share at County's discretion
 - d. Notwithstanding any other provision herein, there is no term or provision within this Agreement which prevents County or City from entering into cost share agreements with developers or other political subdivisions to reimburse County for the County Share or to reimburse City for the City Share.
8. Reimbursement as a Condition of Approval. Prior to the City's issuance of any new single family residential or commercial building permit or release for recording of any plat or replatting or reconfiguration of any Future Development adjacent to the Road Improvements, City shall require the applicable Future Developer to provide City with County's written confirmation that the Future Developer has paid County for the Future Development's corresponding proportional share of the Total Actual Cost of the Road Improvements or County's written confirmation that such Future Developer has entered into an agreement with County for payment of same. All such Future Developer's proportionate share of the Total Actual Cost shall be based upon the Future Development's Frontage to the Road Improvements. Notwithstanding the foregoing, if the subdivision or improvement of a Future Development is completed in phases, City shall require the Future Developer to reimburse County, or enter into an agreement with County, in the same proportion as the phases' percentage of total development. City does not guarantee any reimbursement to County for said improvements.
9. Land Acquisition and Utility Relocation: The County shall be responsible for the acquisition of all necessary right of way and easements that are required for the grading and construction of the Road Improvements. In the event County must initiate eminent domain proceedings to obtain any right-of-way or easements, the Parties agree to pay in the same proportion and in accordance with Section 7. Right-of-Way/Easement Acquisition Cost includes, but is not limited to, litigation incurred by County in order to obtain a condemnation appraisal award from the Sarpy County Court, attorney's fees, appraiser's fees, expert's fees, and court costs. In the event the condemnee appeals such condemnation award, the Parties agree to proportionally pay all costs of such appeal to any court, including, but not limited to, the court's condemnation award, interest, expert's fees, appraisal fees, and court costs. County shall promptly notify City of any eminent domain/condemnation or appeal proceedings related to land acquisition. The County will be responsible for the coordination of any utility relocation that may be necessary to perform the grading and construction of the Road Improvements. Such related utility relocation costs shall be proportionally split between the Parties in accordance with Section 7.

10. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
11. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.
12. Duration. This Agreement shall continue until such time as the Parties have completed their respective obligations hereunder unless this Agreement is terminated sooner by the written agreement of all Parties hereto.
13. Records. The Engineering Contractor shall maintain records of all construction costs incurred in connection with the projects, and County and City shall have the right to audit and review such records at any time to assure that such records are accurate.
14. Appointment of Administrators. The Sarpy County Engineer shall administer this Agreement on behalf of County, the Springfield City Administrator shall administer this Agreement on behalf of the City.
15. Notice. Each Party agrees to provide the other Parties with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by other Parties to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any Party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Parties to this Agreement. The addresses for the purpose of notice and other communications are as follows:

<u>County:</u> County Clerk, County of Sarpy 1210 Golden Gate Drive Papillion, NE 68046	<u>City:</u> City of Springfield, Nebraska PO Box 189, 170 N. 3 rd Street Springfield, Nebraska 68059
--	---
16. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, each Party agrees that it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
17. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.

18. Choice of Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.
19. Entire Agreement, Assignment, and Amendments. This instrument contains the entire agreement of the Parties and the covenants, warranties, and other obligations and benefits of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns. The Parties agree that a Party's obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by such respective heirs, personal representatives, successors and assigns. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all Parties.
20. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.
21. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
22. JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS, AND DISPUTES DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
23. Conflict of Interest. The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.
24. Representations. Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and

delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such Party have been duly authorized by all necessary action on behalf of such Party.

25. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
26. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.
27. Indemnification Each Party agrees to release, indemnify and hold harmless (“Indemnifying Party”) each other Party (“Indemnified Party”) and said Indemnified Party’s officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the Indemnifying Party, or the officers, officials, employees, agents or contractors of the Indemnifying Party related to or arising out of the terms and requirements of this Agreement.

[Remainder of page intentionally left blank.]

[Signature pages immediately follow.]

Executed by the City this 6th day of October, 2026.

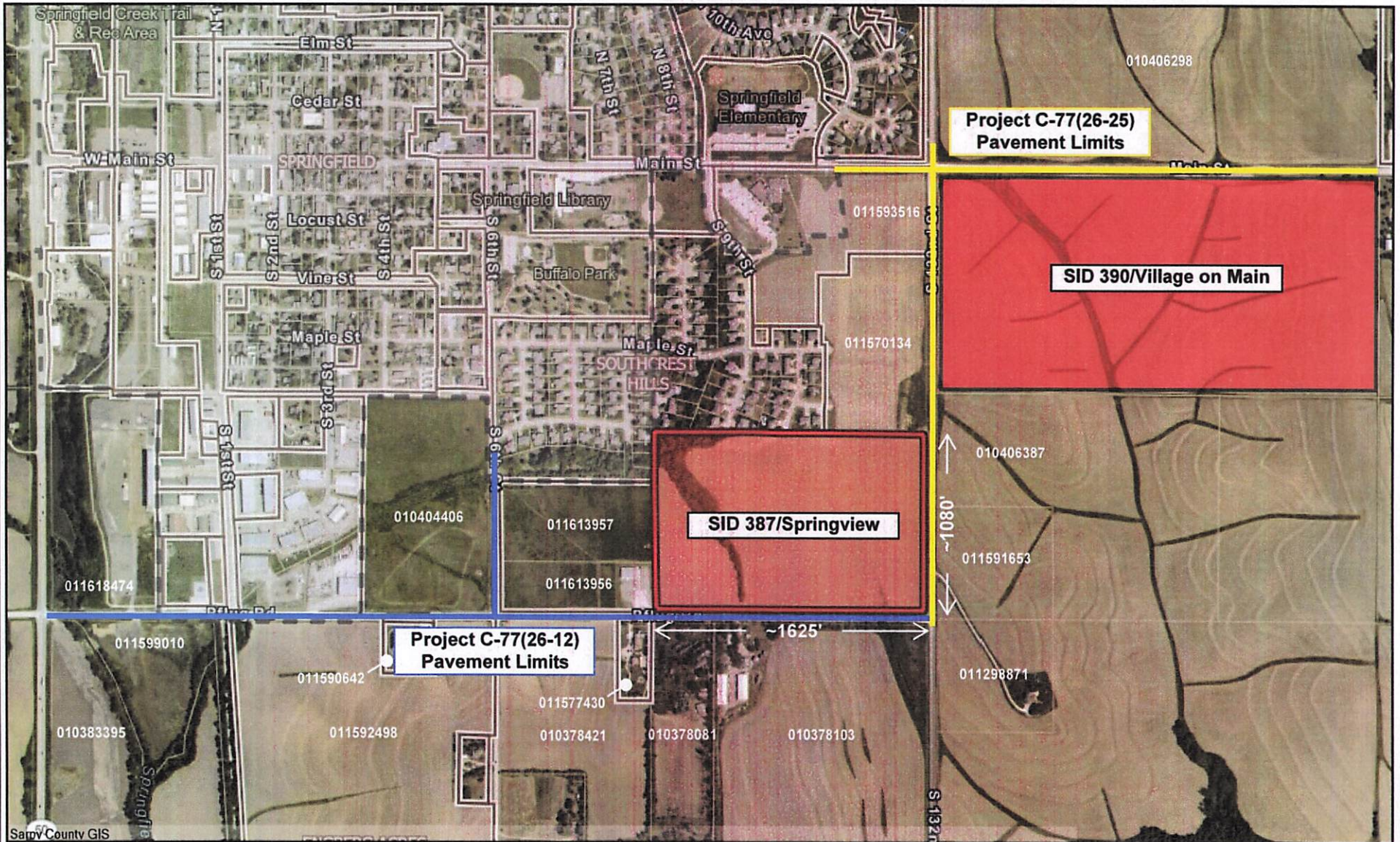
CITY OF SPRINGFIELD, OF SARPY COUNTY, NEBRASKA,

By: _____
Robert Roseland, Mayor

ATTEST:

Barbara Henninger, City Clerk

Exhibit A
Preliminary Roadway Improvement Plan



0 1000 2000
ft
Map Scale 1: 12500

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



Exhibit B
Preliminary Cost

Exhibit "B"

Sarpy County Project # C-77 (26-12) Project: Pflug Road Improvements & Bridge Replacment (HWY 50 to 132nd Street)

Project Total Costs

Description	Amount	Notes
Design	\$ 400,000.00	
ROW Services	\$ 50,000.00	HGM
ROW Acquisition	\$ 100,000.00	
Construction	\$ 2,400,000.00	Estimated at <30% design
Bridge Construction	\$ 1,500,000.00	38% of overall construction
County Bridge Match Program	\$ (500,000.00)	State-funded
Construction Administration	\$ 100,000.00	TBD
Project Total Costs	\$ 4,050,000.00	
Project Total Cost-Share	\$ 2,860,000.00	Excludes bridge costs and 38% Design/CA

Frontage Cost Estimate

Cost per Linear Foot per Lane	
Pflug Road Length	5,280 Feet
# of Lanes	2 Lanes
Pflug Road Improvement Length (Total)	10,560 Feet
6th Street Length	1,000 Feet
# of Lanes	2 Lanes
6th Street Improvement Length (Total)	2,000 Feet
Project Length (Total)	12,560 Feet
Project Cost Per Linear Foot (Project Total Cost-Share / Project Length)	\$ 227.71 \$/LF

Project Cost-Share

Pflug Road North Side Adjacent Properties/Entities	Frontage Length Est. (ft)	Cost Share
Parcel #011618474 - Sarpy County Agricultural Society	606.9	\$ 138,195.38
City of Springfield Corporate Limits	1194.1	\$ 271,904.94
Parcel #010404406 - Springfield Landing	748.7	\$ 170,484.24
Parcel #011613956 - Lot 1 American Legion Springfield	927.0	\$ 211,084.39
Springview (SID 387)	1624.6	\$ 369,925.97
Sub-Total	5101	\$ 1,161,594.92
Pflug Road South Side Adjacent Properties/Entities	Frontage Length Est. (ft)	Cost Share
Parcel #010383395 - Gottsch L.	135.0	\$ 30,740.45
City of Springfield Corporate Limits	1194.1	\$ 271,904.94
Parcel #011599010 - Sarpy County Agricultural	475.0	\$ 108,160.83
Parcel #011592498 - Lot 2 Engberg Acres	457.4	\$ 104,153.18
Parcel #011590642 - Lot 1 Engberg Estates	290.4	\$ 66,126.11
Parcel #010378421 - Advantage Investment Properties	729.3	\$ 166,066.72
Parcel #011577430 - Lot 1 Siewert Addition	200.0	\$ 45,541.40
Parcel #010378081 - Garcia A.	378.0	\$ 86,073.25
Parcel #010378103 - Maystrick Properties	1292.1	\$ 294,220.22
Sub-Total	5151	\$ 1,172,987.10
6th Street West Side Adjacent Properties/Entities	Frontage Length Est. (ft)	Cost Share
City of Springfield Corporate Limits	200	\$ 45,541.40
Parcel #010404406 - Springfield Landing	764.6	\$ 174,104.78
Sub-Total	965	\$ 219,646.18
6th Street East Side Adjacent Properties/Entities	Frontage Length Est. (ft)	Cost Share
City of Springfield Corporate Limits	200	\$ 45,541.40
Parcel #011613956 - Lot 1 American Legion Springfield	290	\$ 66,035.03
Parcel #011613957 - Outlot A American Legion Springfield	474.6	\$ 108,069.75
Sub-Total	965	\$ 219,646.18
Sub-Total: Remainder of Frontage (County Cost)	378	\$ 86,125.62
Total	12560	\$ 2,860,000.00



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Consent Agenda Item 5	Consider approval of Resolution 2026-34 entering into Contract Amendment #2 to Interlocal Agreement with Sarpy County for Law Enforcement Services	Kathleen Gottsch City Administrator

Synopsis

In 2022, the City of Springfield and Sarpy County entered into an Interlocal Agreement for law enforcement services within the city. The current agreement was set to expire on September 1, 2026. On September 1, 2026, the City Council adopted Contract Amendment #1 extending the 2022 agreement until September 30, 2026.

Sarpy County has submitted Contract Amendment #2 to the city for consideration. This amendment extends the 2022 agreement for one calendar year, ending on September 30, 2027; however, the contract shall automatically renewal for up to two additional one-year option terms.

The amendment increases the monthly fee by 4% to \$11,430.00 per month. Each renewal term shall include a 4% rate increase, rounded to the nearest whole dollar. All other terms and conditions of the original 2022 agreement shall remain in effect.

Below is a breakdown of percentage increases over the last several years:

2008-2010 = 10% per year
2011-2013 = 6% per year
2014-2016 = 3.4% per year
2017-2019 = 2.3% per year

2020-2022 = 3.6% per year
2023-2026 = 4% per year
2027-2029 = 4% per year

Recommendation

Staff recommends approval.

Attachments

Resolution 2026-34
Contract Amendment #2
Contract Amendment #1
2022 Interlocal Agreement

**RESOLUTION
2026-34**

Contract Amendment #2 to Police Services Agreement with Sarpy County

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska, as follows:

WHEREAS, the City of Springfield and Sarpy County entered into an Interlocal Agreement effective September 1, 2022, by Resolution 2022-33 for the providing of police services within the City of Springfield's jurisdiction; and

WHEREAS, that Interlocal Agreement for police services terminated on September 30, 2026; and

WHEREAS, on September 6, 2026, the City of Springfield entered into Contract Amendment #1 with Sarpy County by Resolution 2026-29 extending the 2022 Interlocal Agreement until September 30, 2026; and

WHEREAS, the City of Springfield and Sarpy County wish to enter into Contract Amendment #2 extending the 2022 Interlocal Agreement for one (1) calendar year, ending on September 30, 2027, which agreement shall renew automatically for up to two (2) one (1) year option terms; and

WHEREAS, the monthly rate for services shall increase by 4% to \$11,430.00 per month and the option terms shall increase by 4% upon renewal, rounded to the nearest whole dollar; and

WHEREAS, all other terms and conditions of the Agreement, not in conflict with this Agreement, shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Springfield, Nebraska, by a majority vote resolved that:

1. The City of Springfield shall enter into Contract Amendment #2 to the previously entered into Interlocal Agreement and Contract Amendment #1 with Sarpy County for the providing of police services within the City of Springfield's jurisdiction; and
2. The Mayor of Springfield shall have the authority to sign said Contract Amendment #2 in the form of attached Exhibit "A" which is incorporated by reference; and
3. This agreement shall be in full force and effect until September 30, 2027, at which time the contract shall automatically renew for up to two (2) one (1) year option terms.

Introduced and Passed this 6th day of October 2026.

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Approved:

Mayor

SEAL

Attest:

City Clerk

CONTRACT AMENDMENT #2

Whereas, Sarpy County and the City of Springfield, Nebraska previously entered into a contract effective September 13, 2022 by Resolution 2022-238; and,

Whereas, both parties desire to amend such Agreement in order to extend the date of the contract for services; and,

Now, Therefore, in consideration of the mutual covenants contained in the original Agreement and stated herein, the Parties agree as follows:

1. The contract is extended for one (1) calendar year, ending on **September 30, 2027**. The contract shall automatically renew for up to two (2) 1-year option terms.
2. The monthly rate shall increase by 4% to **\$11,430.00** per month, the option terms shall increase by 4% upon renewal, rounded to the nearest whole dollar.
3. All other terms and conditions of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed as of this ____ day of _____, 2026.

COUNTY OF SARPY

(SEAL)

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIR: _____

ATTEST: _____

CLERK: _____

CITY OF SPRINGFIELD

(SEAL)

MAYOR: _____

ATTEST: _____

CITY CLERK: _____

CONTRACT AMENDMENT #1

Whereas, Sarpy County and the City of Springfield, Nebraska previously entered into a contract effective September 13, 2022 by Resolution 2022-238; and,

Whereas, both parties desire to amend such Agreement in order to extend the date of the contract for services; and,

Now, Therefore, in consideration of the mutual covenants contained in the original Agreement and stated herein, the Parties agree as follows:

1. The contract is extended for thirty (30) calendar days, ending on **September 30, 2026**.
2. The monthly rate shall remain unchanged and all other terms and conditions of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed as of this 1st day of September, 2026.

COUNTY OF SARPY

(SEAL)



ATTEST:

Amber K. Houghtaling

CLERK: Amber K. Houghtaling

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIR:

Daniel R. Kelly

CITY OF SPRINGFIELD

(SEAL)



MAYOR:

Robert R. Rueland

ATTEST:

Kathleen Gotten

CITY CLERK:

Barbara Deninger

**Contract for Police Services
For the City of Springfield
Pursuant to the Interlocal Cooperation Act**

This Contract is by and between the County of Sarpy, of the State of Nebraska, a body politic and corporate, and hereinafter "County," and the City of Springfield, in the County of Sarpy, of the State of Nebraska, a body politic and corporate, and hereinafter "City."

WHEREAS, City is a city of the second class as defined by Neb. Rev. Stat. § 17-101; and,

WHEREAS, City is authorized under Neb. Rev. Stat. § 17-124 to establish a night watch and police, and to define the duties and powers of the same; and,

WHEREAS, police officers of a city of the second class have the power to arrest all offenders against the laws of the State or of the City, by day or by night, in the same manner as the Sheriff, pursuant to Neb. Rev. Stat. § 17-118; and,

WHEREAS, City's jurisdiction for enforcement of its ordinances is within its corporate limits and, as permitted by law, within its extraterritorial zoning jurisdiction under Neb. Rev. Stat. § 17-1001 and Neb. Rev. Stat. § 17-114; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-3801, "Any city of the first or second class ... may, under the provisions of the Interlocal Cooperation Act or Joint Public Agency Act, enter into a contract with the County Board of its County for police services to be provide by the County Sheriff; ... Whenever any such contract has been entered into, the Sheriff shall, in addition to his or her other powers and duties, have all the powers and duties of peace offers within and for the city or village so contracting," and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.*, the Parties wish to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter expressed, the County and the City hereby acknowledge, covenant, and agree, pursuant to Neb. Rev. Stat. § 13-807 as follows:

- I. The purpose of this Contract is to provide police services for the City.**

- II. The powers of the City and County are generally those set forth above. The powers of the Sarpy County Sheriff in providing police service for the City are those set forth in the Nebraska State Statutes, Sarpy County Ordinances, and Springfield City Ordinances.
- III. The objective of this Contract is to provide police services to the City of Springfield at a minimal cost, without duplication of the manpower, equipment, training or experience currently maintained by the Sarpy County Sheriff's Office, and to compensate County for Providing those services.

Term

- IV. This Agreement shall be in full force and effect from September 1, 2022 through August 31, 2023, unless otherwise terminated as provided herein.
 - a. This Contract shall be annually renewed at the rates listed below for the following time periods.
 - i. September 1, 2023 through August 31, 2024 at a rate of \$10,162 per month;
 - ii. September 1, 2024 through August 31, 2025 at a rate of \$10,568 per month;
 - and
 - iii. September 1, 2025 through August 31, 2026 at a rate of \$10,991 per month.

County's Duties

- V. County, through the Sarpy County Sheriff's Office, will provide police services for City, which service shall include the enforcement of all State Laws, and County and City Ordinances and City Municipal Code.
 - a. Such services shall be provided within the corporate limits of City, and as permitted by law, within its extraterritorial zoning jurisdiction pursuant to Neb. Rev. Stat. § 17-1001 and Neb. Rev. Stat. § 17-114, as shown in Exhibit A, which is attached hereto and is incorporated herein by this reference.
 - b. Such services shall include providing City officials, as requested, with assistance with the enforcement of City Ordinances and the City Municipal Code regarding property use regulations within the City's corporate limits and, as permitted by law, within its extraterritorial zoning jurisdiction pursuant to Neb. Rev. Stat. § 17-1001.
 - c. Such enforcement shall not include enforcement of City's animal control ordinances.
 - d. County shall provide a vehicle or vehicles and the necessary equipment to provide police service. The Mayor may contact the Sarpy County Sheriff with concerns about personnel assigned to the City under this Contract.

- e. County shall provide a written monthly report to the City's Mayor. Said report shall show the number of arrests for the preceding month, and include a recitation of the number of arrests for violations of City's ordinances. Said report shall include the total number of hours that County had presence inside the City limits of City during the preceding month (excluding civil process and warrant service). Upon request, the logs used to prepare the report will be available for inspection by City officials. Said report may also include such other information as the Sheriff or County may deem necessary and appropriate.
- f. County will strive to have presence inside the City limits of the City of at least eight (8) hours per day (excluding civil process and warrant services) with an emphasis on late night, early morning and school hours.
- g. County will strive to make regular contact with City's business owners to develop relationships that will be mutually beneficial.
- h. The Sarpy County Sheriff shall designate and assign a specific Deputy Sheriff to be the contact person for the City under this contract. In the event that the designated Deputy Sheriff will no longer serve as such contact person, then the Sarpy County Sheriff shall, within ten (10) days of such discontinuance, designate and assign a new specific Deputy Sheriff to be the contact person for the City under this contract.

City's Duties

- VI. In return for such service, City agrees and promises to pay County monthly as follows:
 - a. A monthly payment of Nine Thousand Seven Hundred Seventy One Dollars (\$9,771) shall be due and payable on the first day of each month for a period of twelve months, commencing September 1, 2022.
 - b. In the event City annexes property into its City limits, City's payments to County will increase from the amounts indicated above on a pro-rata basis in the same proportion that the new City population compares to the previous City population. The current City population is 1,501. The new City population will be 1,501 plus the cumulative number of residents annexed. The new payment amount will begin on the first day of the month following the date after the annexation is approved by City and is not otherwise invalidated or subject to a stay pursuant to a court order.
 - c. City shall allow Sarpy County Sheriff's Deputies access at all times to the City Police Office for use as Sheriff's Headquarters for the District.

- d. City shall provide the Sarpy County Sheriff's Office with prompt notice of any changes to City's Ordinances or the City Municipal Code and shall provide the Sarpy County Sheriff's Office with a current copy of City's Ordinances and the City Municipal Code upon request.

Termination

- VII. Either County or City may terminate this Contract by resolution of its governing body (Sarpy County Board of Commissioners or City Council, respectively) with one hundred twenty (120) days' notice to the other. Such termination shall not constitute a breach under this Contract. Any termination of this Contract will not relieve either Party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination.

Breach

- VIII. Should either Party breach, violate or abrogate any term, condition, clause, or provision of this Contract, the non-breaching Party may, at its discretion, terminate this Contract forthwith, upon written notice to the other. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

Other Obligations

- IX. Pursuant to Neb. Rev. Stat. § 13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- X. The Parties hereto promise and agree to comply with all Federal and State Laws and County Ordinances, and such rules and other regulations which may apply to this Contract, including but not limited to those set forth herein.
- XI. County and City promise to abide by the Americans with Disabilities Act of 1990, (42 U.S.C.A. § 12101, *et seq.*), the Rehabilitation Act of 1973 (29 U.S.C.A. § 701 *et seq.*), and the Drug Free Workplace Act of 1988 (41 U.S.C.A. § 701). Furthermore, pursuant to Neb. Rev. Stat. § 73-102, City and County declare, promise, and warrant that they have complied and will continue to comply in all regards with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. § 1985, *et seq.*) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, *et seq.*, in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex.

No Contract Solicitation

- XII. County and City warrant that they have neither employed nor retained any company or person, other than a bona fide employee working for County or City, to solicit or secure this Contract. The Parties further warrant that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City and County shall have the right to annul this Contract without liability, or in their discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Hold Harmless

- XIII. The Parties agree that they shall save and hold the other Party, its elected and appointed officials, officers, employees and agents, harmless from any and all claims, costs, loss or liability, of whatever type and kind, which may arise or allegedly arise from their activities associated with the performance of this Contract, whether due to their negligent or intentional acts or omissions.

Conflict of Interest

- XIV. Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee of City or County, and no member of their governing bodies, and no other public official of City or County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of either Parties' obligations pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of City or County, nor any member of their governing bodies, have any interest, direct or indirect, in this Contract or the proceeds thereof.

Engage in Services

- XV. Neither County nor City shall engage the service of any person or persons presently in the employ of the other for work covered by this Contract without the written consent of the employer of such person or persons.

Independent Contractor Status

- XVI. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Contract shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Party nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

Assignment

- XVII. Neither the County nor the City shall assign or transfer its interest in this Agreement without the written consent of the other Party.

Savings Clause

- XVIII. It is understood and agreed by the Parties hereto that if any part, term, condition, or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provision held to be invalid.

Residency Verification Clause

- XIX. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114. The Parties are required and hereby agree to use a federal

immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Scope of Agreement

- XX. This Contract contains the entire Contract between the Parties, and there are no other written or oral promises, contracts or warrants which may affect it, except as contained herein. This Contract cannot be amended except by written Contract of both Parties.
- XXI. This Contract does not establish any separate legal or administrative entity.

Notice

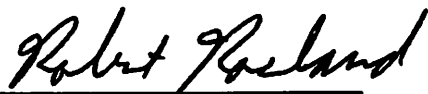
- XXII. Notice to the Parties shall be given in writing to the agents for each Party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillon, NE 68046

City: Honorable Robert Roseland
Mayor, City of Springfield
P.O. Box 189
170 N 3rd Street
Springfield, NE 68059

IN WITNESS WHEREOF, we the contracting Parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 13th day of September, 2022.

CITY OF SPRINGFIELD


MAYOR

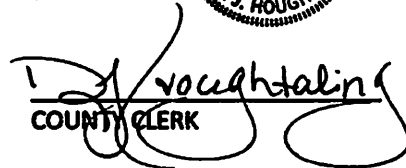
Attest
SEAL


CITY CLERK

COUNTY OF SARPY


SARPY COUNTY BOARD CHAIR

Attest
SEAL



COUNTY CLERK



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Consent Agenda Item 6	Consider approval of Resolution 2026-35 entering into a Lobbying Agreement with the United Cities of Sarpy County for lobbying services to be provided by Kissel, Kohout ES Associates LLC	Kathleen Gottsch City Administrator

Synopsis

The city is a member of the United Cities of Sarpy County, a partnership of the five Sarpy County municipalities that work collaboratively on legislative issues affecting local government. Since the group's inception, Joe Kohout and his team have provided lobbying and legislative representation for the United Cities before the Nebraska Legislature.

The United Cities requested a proposal to continue these services for a three-year term. While the group anticipates considering new proposals at the conclusion of the term, members agreed that this is not the appropriate time to seek alternative representation. The proposed fees are \$60,000 for FY 2026-2027, \$62,100 for FY 2027-2028, and \$64,273.50 for FY 2028-2029, divided equally among the five member communities. Springfield's share for FY 2026-2027 is \$12,000, which is budgeted annually under the General Department.

Joe and his team have provided strong representation for the United Cities, maintaining regular communication with state senators, legislative staff, executive branch officials, state agencies, and other policymakers. Their work keeps member communities informed about issues directly affecting municipalities as well as the broader legislative environment. Key areas of advocacy have included property taxes, municipal finance, economic development, infrastructure, public safety, local control, and state-imposed spending and revenue limitations.

Collectively, the five United Cities represent approximately 117,000 Nebraskans. By working together, the communities are able to present a coordinated voice at the Legislature and advocate for policies that preserve the ability of growing municipalities to provide essential services and respond to the needs of their residents.

Recommendation

Staff recommends approval.

Attachments

Resolution 2026-35
Lobbying Agreement
Kohout Proposal

**RESOLUTION
2026-35**

United Cities of Sarpy County Lobbying Agreement with Kissel, Kohout, ES Associates LLC

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska as follows:

WHEREAS, the cities of Bellevue, Gretna, La Vista, Papillion and Springfield (hereinafter referred to as the "United Cities of Sarpy County") desire to promote the common legislative interest of the five cities which make up the "United Cities of Sarpy County"; and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

WHEREAS, the Mayor and City Council have identified the need for a lobbyist as a strategic initiative and will appropriate funds in the municipal budget for the hiring of a lobbyist; and

WHEREAS, the mayors of the United Cities of Sarpy County have recommended Joe Kohout with Kissel, Kohout, ES Associates L.L.C. to continue serve as their joint lobbyist.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Springfield, Nebraska, that the Mayor is hereby authorized to execute a lobbying agreement between the United Cities of Sarpy County and Kissel, Kohout, ES Associates L.L.C. for lobbying services before the Nebraska State Legislature and Governor.

Ayes:_____

Nays:_____

Abstain:_____

Absent:_____

Approved:

Mayor

SEAL

Attest:

City Clerk

LOBBYING AGREEMENT UNITED CITIES OF SARPY COUNT

THIS AGREEMENT is entered into by and between:

The City of Bellevue, City of Gretna, City of La Vista, City of Papillion, and City of Springfield (collectively, the "UNITED CITIES OF SARPY COUNTY"), pursuant to an Interlocal Agreement entered into under the Interlocal Cooperation Act of the State of Nebraska (together, "Client"); and

KISSEL, KOHOUT, ES ASSOCIATES L.L.C. ("Firm" or "Lobbyist").

WHEREAS Client is interested in securing the professional services of Firm, specifically including the services of JOSEPH D. KOHOUT ("Principal Lobbyist"), to provide lobbying services before the Nebraska Legislature and Governor so that Client's interests and concerns may be represented and advanced before the Legislature and Governor and in legislation that is proposed or adopted; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions, including compensation, governing Client's retention of Firm in that capacity; and

NOW, THEREFORE, in consideration of these premises, the parties agree as follows:

1. Duties: Firm shall be responsible for monitoring, proposing, and advocating on behalf of Client with respect to legislative activity during this Agreement that may directly or indirectly affect Client's interests. Firm shall familiarize itself with Client's operations and circumstances to the extent necessary, including relevant legal and political factors and considerations; provided, however, that Client shall fully cooperate with Firm in that endeavor. For purposes of this section, "proposing" means working with Client and a member of the Legislature to introduce legislation during a regular or special session of the Nebraska Legislature.

Except for additional services specified in this Agreement, lobbying services shall include the services ordinarily provided by a professional lobbyist representing the legislative interests of a coalition of cities. These services shall include, but are not limited to, regular reports, and special reports when advisable under the circumstances, to a person designated by Client on all matters affected by this Agreement.

Firm shall designate a place or person of contact through which Firm may be contacted at all times when the Legislature is in session.

Client shall designate a place or person of contact through which Client may be contacted at all times when the Legislature is in session.

Firm shall supply copies of all bills and other materials on any matter of potential interest or impact to Client within twenty-four (24) hours after they become available.

Firm shall provide regular written reports, and special reports when advisable under the circumstances, to Client concerning any bill or other matter of potential interest or impact to Client that is introduced before or otherwise may be considered by the Legislature, including progress reports regarding its advancement.

Firm shall prepare a legislative package for each Legislative Session in accordance with Client's direction.

Firm shall be responsible for initiating, drafting, coordinating, and advocating the introduction or passage of legislation for Client.

Firm shall respond to and address matters raised by Client within specified timeframes and shall provide professional counsel and advice concerning any matter recommended, proposed, or actually before the Legislature that may affect Client's interests, together with such other services as are reasonably necessary to represent Client's interests. Firm shall devote the time, effort, and resources reasonably necessary to address Client's concerns and interests effectively.

In performing its responsibilities under this Agreement, Firm shall act as an independent contractor. Firm may act in accordance with its own judgment and discretion; provided, however, that Firm has no authority to bind or act on behalf of Client except as specifically approved in advance by Client. No person employed by Firm for related or incidental services shall be considered an employee or agent of Client. Firm is responsible for those persons, including for any errors, actions, or omissions. Firm shall perform its responsibilities in strict compliance with all applicable federal, state, and local laws, rules, regulations, and ethical requirements.

Firm shall timely prepare and submit all filings and pay all related fees and other amounts required of Firm arising out of the services provided under this Agreement. Firm shall notify Client sufficiently in advance of, and prepare a draft of, any filings periodically required of Client during this Agreement.

2. Term: Unless terminated for cause, this Agreement shall be in full force and effect beginning October 1, 2026, and continuing through September 30, 2029 ("Term"). Client may renew this Agreement at the end of the Term, and at the end of any subsequent term, for one or more additional twelve-month terms on the terms and conditions set forth in this Agreement by providing notice to Firm at least ninety (90) days before expiration of the Term or any subsequent term; provided, however, that Firm may reject Client's renewal by providing written notice to Client within fifteen (15) days after receiving Client's notice of renewal. This Agreement may be terminated before the end of the Term or any subsequent term by mutual written agreement of the parties or by Client if Client determines that cause exists for termination. For purposes of this Agreement, "cause" includes, without limitation, Firm's or Principal Lobbyist's failure, refusal, or neglect to perform any duty required under this Agreement, negligence, or alleged criminal misconduct.

3. Compensation and Expenses: Client agrees to pay Firm as compensation for all services provided during each twelve-month period the following amounts: Sixty Thousand Dollars (\$60,000.00) for October 1, 2026, through September 30, 2027; Sixty-two Thousand One Hundred Dollars (\$62,100.00) for October 1, 2027, through September 30, 2028; and Sixty-four Thousand Two Hundred Seventy-three Dollars and Fifty Cents (\$64,273.50) for October 1, 2028, through September 30, 2029.

On October 1 of each year this Agreement is in force, or as soon thereafter as practicable, Firm shall invoice Client for the total compensation due for the ensuing twelve-month period. The invoiced amount is due and payable within thirty (30) days after Client receives the invoice. Firm shall deposit and hold the amount in a separate interest-bearing client trust account. On the last working day of each month, Firm shall draw from the account for professional services provided during that month as follows: \$5,000.00 per month for October 1, 2026, through September 30, 2027; \$5,175.00 per month for October 1, 2027 through September 30, 2028; and \$5,356.13 per month for October 2028 through August 2029, with a final draw of \$5,356.07 for September 2029, so that total draws for the third year equal \$64,273.50. Interest earned on Client funds held in the account shall be paid to Client at the end of the Term unless Client requests otherwise. Any balance remaining to Client's credit upon termination of this Agreement shall be returned to Client.

At the end of each month, Firm shall provide a copy of Firm's trust card or a similar statement identifying the date and amount of the withdrawal described above and the amount of Client's funds remaining in the account.

4. Captions: Captions used in this Agreement are for convenience only and shall not be used in construing this Agreement.

5. Applicable Law: Except to the extent preempted by federal law, Nebraska law governs the terms and performance of this Agreement. The parties consent to and shall not object to the personal jurisdiction of any state court in or located in Sarpy County, Nebraska, and agree that personal jurisdiction in any such court is proper and convenient.

6. Interest of the Lobbyist: Lobbyist represents that Lobbyist presently has no interest and covenants that Lobbyist shall not knowingly acquire any direct or indirect interest, that would conflict in any manner or degree with the performance of services required under this Agreement. Lobbyist shall notify Client of Lobbyist's intent to represent clients whose interests are relevant to Client's fields of interest. The notification shall allow Client and Lobbyist to identify and address potential conflicts.

Client recognizes that Lobbyist provides lobbying services to multiple clients. From time to time, an issue of legislative concern may affect more than one of Lobbyist's clients, and Client's legislative interests may not always be compatible with those of Lobbyist's other clients. Lobbyist shall bring any conflict of interest concerning a legislative issue to the attention of all affected clients. The conflict shall be addressed as follows: (1) the affected clients and Lobbyist shall attempt to resolve or compromise the conflict; (2) if a client withdraws the conflicting issue from its legislative program, the conflict shall be considered resolved; and (3) if the conflict is not resolved by withdrawal of the issue or mutual compromise, Firm shall continue to represent on the conflicting issue only the legislative interests of the client that Firm has represented for the longest period. In that circumstance, Client agrees not to object to Firm's continued representation of that client.

Notwithstanding any other provision of this Agreement, if Client determines in its sole discretion that Firm may be unable to continue performing lobbying services impartially for Client, Client may terminate this Agreement upon ten (10) days' written notice to Firm. Firm shall then return to Client the balance of Client funds remaining in the client trust account and cooperate in transitioning Client's representation to another lobbyist selected by Client. Firm shall maintain, during and after the Term, the confidentiality of all Client communications and information obtained through its representation of Client and shall use that information solely for Client's benefit.

7. Modifications: This Agreement contains the entire agreement of the parties. Neither party has made or relied upon any representation, agreement, or understanding other than those expressly set forth in this Agreement. No agent, employee, or other representative of either party may alter any term of this Agreement except through a written amendment executed by each party.

8. Assignment: Principal Lobbyist shall personally lobby members of the legislative or executive branches and their offices unless Client agrees otherwise. Other lobbying services may be provided, under Principal Lobbyist's direction and control, by members or employees of Firm designated by Principal Lobbyist. Firm may not assign any right under this Agreement without Client's express prior written consent.

9. Strict Compliance: All provisions of this Agreement, and of any document attached and incorporated into this Agreement by specific reference, shall be strictly complied with as written.

10. Authorized Representatives: For purposes of notice, including legal service of process during the Term and for any applicable limitations period thereafter, the parties designate the following authorized representatives:

United Cities of Sarpy County
Peyton Mastera
City Administrator
La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska 68128

Kissel, Kohout, ES Associates L.L.C.
Joseph D. Kohout
301 South 13th Street, Suite 400
Lincoln, Nebraska 68508

11. Insurance: Firm shall obtain and maintain during this Agreement such insurance, in such amounts and providing such coverages as Client may require from time to time, issued by an insurer acceptable to Client and authorized to do business in the State of Nebraska, and naming Client and each municipality comprising Client as an additional named insured.

12. Remedies: Any remedy specified in this Agreement for breach is cumulative and may be exercised together with all other remedies available at law or in equity, including injunction and specific performance. The municipalities comprising Client may jointly enforce this Agreement pursuant to the Interlocal Agreement or may enforce it separately.

13. Client Action: Except as otherwise provided in this Agreement, Client action under this Agreement requires the approval and procedures provided in the Interlocal Agreement.

EXECUTED this ____ day of _____, 2026.

ATTEST:

CITY OF SPRINGFIELD, NEBRASKA

City Clerk

By: _____
Mayor



**Kissel, Kohout,
ES Associates**
GOVERNMENT RELATIONS

301 SOUTH 13TH ST
SUITE 400
LINCOLN NE 68508
PHONE: 402-476-1188
FAX: 402-476-6167
KISSELKOHOUTES.COM

September 8, 2026

Mr. Peyton Mastera
City Administrator
City of La Vista
8116 Park View Boulevard
La Vista, Nebraska 68128
VIA ELECTRONIC MAIL

RE: Proposal for Government Affairs and Legislative Services

Dear Mr. Mastera:

Thank you very much for the opportunity to submit this proposal for Kissel, Kohout, ES Associates LLC to continue serving as government affairs consultant and lobbyist for the United Cities of Sarpy County. We have genuinely enjoyed our relationship with the United Cities and the five member communities and hope very much that we can continue that relationship.

Our firm remains confident that we can provide the high-quality, full-service legislative consultation and lobbying that has served the United Cities well for many years and that will continue to strengthen the collective position of Bellevue, Gretna, La Vista, Papillion and Springfield before the Nebraska Legislature and state government.

Kissel, Kohout, ES Associates prides itself on providing exceptional representation before the Nebraska Legislature. We maintain regular contact with senators, legislative staff, executive branch officials, state agencies, and other policymakers. We place a high priority on keeping our clients informed not only about the issues of direct significance to them, but also about how those issues interrelate with the broader legislative and political environment.

We also collaborate closely with other interest groups, municipalities, political subdivisions, organizations, and lobbyists to develop coalitions that can advance our clients' objectives. Successful legislative advocacy rarely occurs in isolation, and our ability to identify common interests and build support among other stakeholders remains an important part of the service we provide.

One of our firm's distinguishing strengths is the breadth of our legislative coverage and the information we provide to clients. Throughout the session, our team monitors hearings and legislative activity and provides regular reports, updates, and alerts. This helps the United Cities understand not only what legislation has been introduced, but also who supports or

opposes it, the arguments presented to legislative committees, potential amendments, and how legislation may change as it moves through the process.

Our goal is to provide the United Cities with timely information that helps shape legislative outcomes, rather than simply report decisions after they are made.

As you are aware, we have had the great honor of representing the United Cities of Sarpy County since its inception. During that time, we have worked together to develop legislative agendas and strategies that have been successful in both advancing legislation beneficial to the cities and defeating or modifying legislation that would negatively affect them.

Although the five communities are diverse in size and character, they share many common interests involving property taxes, municipal finance, economic development, infrastructure, public safety, local control, and the ability of growing communities to respond to the needs of their residents. The strength of the United Cities has also increased over the years. Collectively, the five United Cities now represent approximately 117,000 Nebraskans. That represents a substantial constituency before the Nebraska Legislature and reinforces the importance of the United Cities speaking with a strong and coordinated voice on issues affecting municipal government.

In recent years, our work on behalf of the United Cities has included significant involvement in some of the most consequential issues facing Nebraska municipalities. We have worked extensively on property tax proposals and state-imposed spending and revenue limitations, including efforts to protect growing cities from policies that could unnecessarily restrict their ability to provide essential services. We have advocated for public-safety considerations within those proposals and have worked to ensure that municipal governments retain the flexibility necessary to respond to the needs of their communities.

We have also devoted considerable attention to protecting local-option sales-tax revenues. That work has included efforts to prevent local sales-tax dollars approved by municipal voters from being diverted through state economic-development incentive programs and to ensure that cities receive greater information regarding the collection and distribution of sales-tax revenues.

During the 2025 and 2026 legislative sessions, the United Cities were actively involved in several significant legislative successes. Those included legislation addressing municipal occupation-tax authority, increased sales-tax transparency for municipalities, additional review of sales and use-tax irregularities, and changes to Nebraska's Good Life District laws that were important to Sarpy County communities.

Our work has continued throughout the legislative interim. We have met with senators and legislative candidates, participated in discussions regarding property-tax reform, worked on proposals affecting local-option sales taxes and economic-development incentives, and continued to develop legislative concepts intended to strengthen the financial position and authority of Nebraska municipalities.

We believe this year-round approach is increasingly important. Effective representation of the United Cities cannot begin on the first day of the legislative session and end when the Legislature adjourns. Relationships must be maintained throughout the year, potential legislation must be identified before introduction, and policymakers must have an

opportunity to hear directly from the mayors, administrators, and other city officials regarding the practical impact of proposed state policies.

Our team approach also provides the United Cities with the resources of the entire Kissel, Kohout, ES Associates firm. All three members of our lobbying team monitor legislative activity, attend hearings, communicate with policymakers, prepare legislative materials and respond to client needs. This provides continuity and allows us to effectively handle multiple issues simultaneously during the legislative session while maintaining direct senior-level involvement in the United Cities' legislative strategy.

COMPENSATION REQUEST

Our current contract provides for annual compensation of \$55,730, representing a cost of \$11,146 per city per year. After reviewing the scope of services we provide, the continued growth and legislative importance of the five United Cities, and comparable government affairs arrangements involving other Nebraska municipalities and municipal organizations, we propose a one-time adjustment of the annual fee to \$60,000 for the 2026-27 contract year.

At \$60,000 annually, the cost to each of the five member cities would be \$12,000 per year, or \$1,000 per month. We believe this represents a reasonable adjustment to the current fee while continuing to provide the United Cities with significant value through a shared government affairs arrangement.

Following this initial adjustment, we propose three alternatives that provide progressively smaller annual increases in exchange for a longer contractual commitment:

OPTION 1: Three-Year Contract - \$60,000 Base Fee; 3.5% Annual Increase Thereafter

Contract Year	Total Annual Fee	Cost Per City
2026-27	\$60,000.00	\$12,000.00
2027-28	\$62,100.00	\$12,420.00
2028-29	\$64,273.50	\$12,854.70

OPTION 2: Four-Year Contract - \$60,000 Base Fee; 3.25% Annual Increase Thereafter

Contract Year	Total Annual Fee	Cost Per City
2026-27	\$60,000.00	\$12,000.00
2027-28	\$61,950.00	\$12,390.00
2028-29	\$63,963.38	\$12,792.68
2029-30	\$66,042.19	\$13,208.44

OPTION 3: Five-Year Contract - \$60,000 Base Fee; 3.0% Annual Increase Thereafter

Contract Year	Total Annual Fee	Cost Per City
2026-27	\$60,000.00	\$12,000.00
2027-28	\$61,800.00	\$12,360.00
2028-29	\$63,654.00	\$12,730.80
2029-30	\$65,563.62	\$13,112.72
2030-31	\$67,530.53	\$13,506.11

We believe this structure provides a fair balance for both the United Cities and our firm. The initial adjustment establishes a reasonable base fee of \$60,000 for the services currently being provided, while the declining annual adjustment associated with longer contract terms recognizes the value to our firm of the additional certainty provided by a multi-year commitment. It also gives the five-member communities the ability to select the contract term that best meets their needs while knowing their government affairs costs in advance.

MARKET COMPARISONS

To provide additional context for the proposed \$60,000 annual fee, we reviewed the government affairs and lobbying fees paid by Nebraska municipalities and municipal organizations. Because these arrangements are structured differently—some monthly, some quarterly and some annually—we have converted each to an annualized figure to allow for a direct comparison.

Rank	Municipality / Organization	Government Affairs Firm	Fee Structure	Annualized Fee
1	City of Omaha	Kelley Plucker	\$10,785.84/month	\$129,430.08
2	City of Lincoln	American Communications Group	\$98,880/year	\$98,880.00
3	League of Nebraska Municipalities	Radcliffe Gilbertson & Brady	\$5,917/month	\$71,004.00
4	Greater Nebraska Cities	Lindsay Harr MacDonald	\$16,000/quarter	\$64,000.00
5	United Cities of Sarpy County - Proposed	Kissel, Kohout, ES Associates	\$60,000/year	\$60,000.00
6	City of Ralston	HB Strategies	\$3,000/month	\$36,000.00
7	City of Gretna	Radcliffe Gilbertson & Brady	\$36,000/year	\$36,000.00
8	City of Ralston	Lindsay Harr MacDonald	\$2,375/month	\$28,500.00

9	City of Central City	Baird Holm	\$1,666/month	\$19,992.00
10	City of Kearney	Jensen Rogert	\$15,000/year	\$15,000.00
11	City of Hastings	Lindsay Harr MacDonald	\$1,000/month	\$12,000.00
12	City of Lexington	Lindsay Harr MacDonald	\$333/month	\$3,996.00

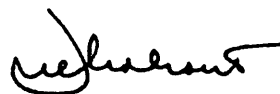
Viewed against these comparable arrangements, we believe the proposed \$60,000 annual fee is both reasonable and competitive. Even following the proposed one-time adjustment, the United Cities' total annual fee would remain below Greater Nebraska Cities at \$64,000, the League of Nebraska Municipalities at \$71,004, the City of Lincoln at \$98,880, and the City of Omaha at approximately \$129,430 annually.

Greater Nebraska Cities provides a particularly useful comparison because, like the United Cities, it is a collective municipal government affairs arrangement. Its reported annual fee of \$64,000 is already approximately 6.7% higher than our proposed \$60,000 fee. More importantly, the United Cities' \$60,000 annual fee is divided among five municipalities. At \$12,000 per city per year—or \$1,000 per month per city—each community receives the benefit of a coordinated, full-service government affairs program at a fraction of what it would cost to independently retain comparable representation. The entire annual cost per United Cities member is equal to the annual fee paid by the City of Hastings and below the fees paid individually by a number of other Nebraska municipalities.

We believe establishing a \$60,000 annual base fee beginning with the 2026-27 contract year, followed by reasonable annual adjustments tied to the length of the contractual commitment, appropriately reflects the value and scope of the representation we provide while remaining highly competitive within the Nebraska municipal government affairs market.

In closing, I want to thank the mayors, administrators, and staff of the five communities for the confidence you have placed in Kissel, Kohout, ES Associates. We value the relationships we have developed and the opportunity we have had to represent your communities in front of our state government. It is truly our honor to do so.

Best Regards,



Joseph D. Kohout
Managing Partner

CC: Mayor Rusty Hike, City of Bellevue
Mayor Mike Evans, City of Gretna
Mayor Doug Kindig, City of La Vista
Mayor David Black, City of Papillion
Mayor Bob Roseland, City of Springfield
City Administrators, United Cities of Sarpy County



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Consent Agenda Item 7	Resolution 2026-36 Agreement with Olsson for special inspections and materials testing for the park pavilion projects	Kathleen Gottsch City Administrator

Synopsis

Per my request, Olsson submitted a proposal to provide special inspections and materials testing for the park pavilion projects. We have requested special inspections and construction materials testing services for structural fill and backfill placement, reinforced concrete, structural steel erection, and structural masonry. Please refer to the Scope of Services section of the agreement for additional details.

Services will be performed in conjunction with the contractor's timeline for both pavilion projects.

Services will be provided on a time and materials, unit rate basis, estimated to be \$12,920.00 (\$4,285.00 for Urban Park and \$8,635.00 for Buffalo Park).

Recommendation

Staff recommends approval.

Attachments

Resolution 2026-36
Agreement

**RESOLUTION
2026-36**

Agreement with Olsson Special Inspections & Materials Testing for Park Pavilion Projects

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska as follows:

WHEREAS, the City of Springfield, Nebraska, a Municipal Corporation, and Olsson Inc. wish to enter into a Professional Services Agreement for special inspections and materials testing for Urban Park and Buffalo Park pavilion projects; and

WHEREAS, special inspections and construction materials testing services have been requested for structural fill and backfill placement, reinforced concrete, structural steel erection, and structural masonry; and

WHEREAS, services under this agreement shall be provided on a time and materials, unit rate basis estimated at \$12,920.00 (\$4,285.00 for Urban Park and \$8,635.00 for Buffalo Park); and

WHEREAS, services under this Agreement shall be performed in conjunction with the construction services timeline for the park pavilion projects.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Springfield, Nebraska that the Mayor is authorized to enter into the Professional Services Agreement with Olsson Inc. attached hereto as Exhibit "A."

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER 2026.

City Council Member _____ moved the adoption of said resolution.

City Council Member _____ seconded the motion.

Record of Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Approved:

Mayor

SEAL

Attest:

City Clerk



October 1, 2026

City of Springfield
Attn: Kathleen Gottsch
PO Box 189 170 N. 3rd Street
Springfield, NE 68059

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Springfield Park Pavilions (the "Project")
Springfield, NE

Dear Ms. Gottsch

It is our understanding that City of Springfield ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project:

Special Inspections and Materials Testing as more specifically described in "Scope of Services" attached hereto.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services in accordance with the Unit Rate Sheet attached to this Letter Agreement. Olsson's services will be completed on a time and materials, unit rate basis. Olsson shall submit invoices on a monthly-basis and payment is due within 30 calendar days of invoice date.

Olsson has provided the proposed cost for the Special Inspections and Construction Materials Testing as more specifically described in the attached Scope of Services. The total project cost for services will be based on the actual schedules by the general contractor. Additional services such as, shop inspections, attending mandatory weekly meetings, and any additional alternate items will be billed in accordance with the rate sheet attached to this proposal.

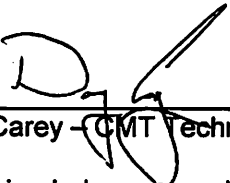
TERMS AND CONDITIONS OF SERVICE

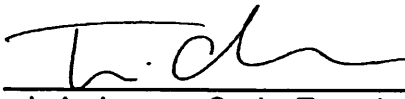
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Doug Carey - CMT Technical Manager

By 
Travis Anderson - Senior Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Springfield

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

Unit Rate Schedule

Cost Estimate

General Provisions

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 1, 2026 between City of Springfield ("Client") and Olsson, Inc., or, where applicable, an affiliated entity, ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed

restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence

of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the

contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the

Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten

(10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a

conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or

analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances

generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants/Affiliates

7.12.1 Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12.2 Where the laws of the state having jurisdiction over the Project or the Services so require, an affiliate of Olsson licensed in the relevant jurisdiction shall be considered the contracting party under this Agreement and shall perform the Services hereunder. If the Services under this Agreement are to be performed in multiple jurisdictions, and the laws of one or

more of the states having jurisdiction over a portion of Services so require, an affiliate of Olsson licensed in the relevant jurisdiction shall be considered the contracting party under this Agreement for that portion of the Services, and the affiliate shall perform all such Services. Nothing in this Agreement shall be construed as an agreement by Olsson, Inc., or any affiliate, to perform Services in any jurisdiction contrary to applicable law. Where applicable, Olsson, Inc. agrees that it shall be jointly and severally liable to Owner, along with the relevant Olsson affiliate, for any liability that may arise out of the Services performed by the affiliate.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) 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.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 1st between City of Springfield ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

Project Location: 271 South 6th Street & 210 Main Street, Springfield Nebraska

Project Description: Springfield Park Pavilions

Scope	Fee Type	Estimated Fee
Special Inspections and Construction Materials Testing: Urban Park	Time and Materials	\$4,285.00
Special Inspections and Construction Materials Testing: Buffalo Park	Time and Materials	\$8,635.00
Total Amount	Time and Materials	\$12,920.00

This proposal is based on a review of the project plans dated June 3, 2026

We understand this project consists of the construction of improvements to two parks. Construction of two pavilions, restroom facilities, and sidewalk and pavement replacement.

In order to accommodate our clients to the best of our ability, please notify Olsson of services requested 24-48 hours prior to our arrival to the project. We at Olsson understand there are various circumstances that arise during construction and a 24-hour notice is not always achievable. We will do everything to accommodate services requested less than 24 hours in advance. In the circumstance that our schedule is already full, Olsson will provide the earliest time slot available in our schedule to perform the requested service. Soil samples should be submitted to the Olsson laboratory one week prior to the start of grading operations to perform proctor and Atterberg limits testing on samples for use as structural fill and backfill. If a scheduled service needs to be cancelled, please notify Olsson at least an hour prior to the scheduled time. Unnecessary trips made to the project for cancelled testing requests are subject to be back charged to the contractor requesting the services.

Olsson will provide the following services (Scope of Services) to Client for the Project:

SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES

Special inspections and construction materials testing services have been requested for structural fill and backfill placement, reinforced concrete, structural steel erection, and structural masonry. We propose to provide our special inspections and construction testing services in the following manner:

EARTHWORK OBSERVATION AND SOILS TESTING

Site Grading (Soils Testing for Structural Fill and Backfill) – Olsson will observe the exposed subgrade within the construction limits of the building and pavement areas to verify that soils unsuitable for floor slab and pavement support have been removed and to identify unstable areas that require additional excavation prior to placement of the floor slab and concrete pavement sections. A proofroll will be performed when accessible.

Olsson will obtain samples of materials proposed for use as structural fill and backfill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to evaluate the physical properties of the proposed fill and backfill materials. Olsson will observe field placement methods and perform field density tests on structural fill placed within the footprint of the building and pavement areas, as well as backfill along segments of utility trenches. We have assumed a maximum of 2 Proctors and Atterberg Limits tests will be required for testing of soil to be used as structural fill and backfill. Olsson has estimated the following:

- Proctor pickup and proofroll observation – 1 site visit anticipated
 - Utility Backfill – 1 site visit anticipated for testing
 - Building/Pavement Subgrades – 6 site visits anticipated for testing
-

REINFORCED CONCRETE INSPECTIONS AND TESTING

Reinforcing Steel Observation and Cast-in-Place Concrete Testing – Olsson will observe placement of reinforcing steel in the foundations, and slabs on grade. Field tests including slump, air entrainment and temperature will be performed on samples of concrete obtained from these areas. Cylinders will be cast from the concrete used in construction of the structure for compressive strength testing at a rate of one set of 5 cylinders for every 100 yards of concrete placed per day. Olsson has estimated the following:

- Footings – 3 sets of 5 cylinders per set, cast over 3 placement events
 - Slab on Grade – 2 sets of 5 cylinders per set, cast over 2 placement events
 - Concrete Pavement – 5 sets of 5 cylinders per set, cast over 5 placement events
-

STRUCTURAL MASONRY INSPECTIONS AND TESTING

Structural Masonry Walls – Olsson will observe construction of the structural masonry walls on a periodic basis prior to grouting operations and continuous observations during grouting operation. Olsson has estimated 2 site visits for observation of reinforcing and grouting procedures. Samples of masonry materials used in construction will be attained for laboratory testing at a frequency of 1 set of compressive strength specimens per 5,000 square feet of masonry constructed. Olsson has estimated the following:

- 2 – Site visits for inspection and observation of reinforcing steel, grout placement, wall construction and sampling masonry materials for laboratory testing
 - 1 sets of compressive strength specimens including:
 - 4 grout prism specimens per set
 - 3 mortar cube specimens per set
-

STRUCTURAL FRAMING INSPECTIONS

Structural Steel/Precast Connections – Olsson will provide a steel technician during erection of the structural steel and precast building frame. Field-bolted and welded connections will be observed. Olsson requires welding procedures and welder qualification test records for AWS Codes D1.1, D1.3 and D1.4 to be provided to us for review and submitted to the project structural engineer for approval, if necessary, prior to welding being performed. Olsson has estimated the following:

- 1 – Site visits for observation of welded and bolted connections for the framing and decking connections (Level I Steel Technician)

REPORTING AND PROJECT MANAGEMENT

Olsson's field professionals will prepare electronic field reports summarizing each day's field observations presenting test results and detailing items not in compliance with the project drawings and/or specifications.

Field reports will be reviewed by our project manager and submitted electronically to the designated project team on a weekly basis. Olsson is not responsible for the Contractor's means and methods and does not have the obligation or authority to stop the Contractor's work. Olsson's responsibility as the special inspection firm is to report field observations and test results to the Contractor and Client as provided herein.

Safety – It is the responsibility of the general contractor or their subcontractors to provide safe access to work requiring observation or testing by the special inspector or tester.

When fall protection is needed for Olsson personnel to perform their work, we will supply our personnel with harnesses and lanyards which can be tied off to contractor-provided anchorage points. If the contractor cannot supply an anchorage point for Olsson personnel, we will work with the general contractor to come up with a solution possibly including Olsson providing our own anchorage, which may cause a delay to obtain the equipment needed and will result in additional charges to Olsson's Client.

EXCLUSIONS

- Observation and testing relating to shop inspection for the fabrication of the structural steel framing members and mechanical inspections of field erected.
- Pavement Coring for thickness verification
- Floor Flatness/Levelness
- SWPPP inspections
- Fireproofing and/or firestopping observations and testing

UNIT RATE SCHEDULE

Field Services*

CMT Technician	per hour	\$85.00
Senior CMT Technician	per hour	\$90.00
Steel Technician	per hour	\$120.00
Steel Technician Level II (NDT Services)	per hour	\$125.00

Travel and Reimbursable Expenses

Mileage	per mile	\$0.85
Expenses		Cost + 10%

Management and Administration

Administrative	per hour	\$90.00
CMT/NDT Project Manager	per hour	\$160.00
Geotechnical Engineer	per hour	\$230.00
Senior Geotechnical Engineer	per hour	\$230.00
Senior Team Leader	per hour	\$230.00
Technical Expert	per hour	\$230.00

Laboratory Testing and Equipment

Standard Proctor	per test	\$175.00
Atterberg Limits	per test	\$110.00
Sieve Analysis (<3/4")	per test	\$100.00
Sieve Analysis (>3/4")	per test	\$150.00
Compression Test – Concrete	per test	\$20.00
Compression Test – Cored Concrete	per test	\$60.00
Compression Test – Mortar	per test	\$20.00
Compression Test – Grout	per test	\$20.00
Compression Test – Block Prism	per test	\$300.00
Floor Flatness Testing Equipment	per day	\$200.00
NDT Ultrasonic Equipment	per day	\$150.00
GPR Equipment	per day	\$150.00
Magnetic Particle Equipment	per day	\$125.00
UT Couplant/MP Powder	per bottle	\$20.00

*Field services provided on Saturday, Sunday, Holidays, and in excess of 8-hours/day will be charged at 1.5 times the unit fee.

The following Cost Estimate is approximate and intended to be used only as a basis for estimating the probable cost of the Work. Actual quantities of tests, site trips and technician time may differ from the estimated quantities. The basis of payment for the Work will be the actual quantities of tests, site trips, and technician time performed or expended. The below Cost Estimate was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors' for the below referenced project increases the frequency of site visits and construction testing units as listed in the below cost estimate, this agreement shall be amended to supplement the cost of the out of scope services. Olsson will notify the Client if construction testing frequencies and site visits of the below scope of work are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services. Olsson's sole obligation is to report its observation, inspection and test results to Client as provided herein.

COST ESTIMATE

URBAN PARK

210 Main Street, Springfield NE

EARTHWORK OBSERVATION AND SOILS TESTING

Site Grading

3 Hrs Technician @	\$85.00 /hr	\$	255.00
1 Standard Proctors @	\$220.00 /each	\$	220.00
1 Atterberg Limits Tests @	\$120.00 /each	\$	120.00
1 Trips (mileage @ \$0.85 per mile)	\$15.00 /trip	\$	15.00

Pavement and Floor Slab Subgrades

6 Hrs Technician @	\$85.00 /hr	\$	510.00
2 Trips (mileage @ \$0.85 per mile)	\$15.00 /trip	\$	30.00

REINFORCED CONCRETE INSPECTIONS AND TESTING

Footings

4 Hrs Technician @	\$85.00 /hr	\$	340.00
5 Compression Tests - Concrete @	\$20.00 /each	\$	100.00
1 Trips (mileage @ \$0.85 per mile)	\$15.00 /trip	\$	15.00
1 Compression Tests Retrieval Trips	\$15.00 /trip	\$	15.00

Slabs on Grade

4 Hrs Technician @	\$85.00 /hr	\$	340.00
5 Compression Tests - Concrete @	\$20.00 /each	\$	100.00
1 Trips (mileage @ \$0.85 per mile)	\$15.00 /trip	\$	15.00
1 Compression Tests Retrieval Trips	\$15.00 /trip	\$	15.00

Pavement, Sidewalks

4 Hrs Technician @	\$85.00 /hr	\$	340.00
5 Compression Tests - Concrete @	\$20.00 /each	\$	100.00
1 Trips (mileage @ \$0.85 per mile)	\$15.00 /trip	\$	15.00
1 Compression Tests Retrieval Trips	\$15.00 /trip	\$	15.00

STRUCTURAL FRAMING INSPECTIONS

Structural Steel/Precast Connections

4 Hrs Steel Technician	\$120.00 /hr	\$	480.00
1 Trips (mileage @ \$0.85 per mile)	\$15.00 /trip	\$	15.00
1 Hrs NDT Project Manager @	\$180.00 /hr	\$	180.00

REPORTING AND PROJECT MANAGEMENT

Technician Supervision, Review, and Project Administration

4	Hrs Project Manager @	\$160.00	/hr	\$	640.00
2	Hrs Administrative @	\$90.00	/hr	\$	180.00
1	Hrs Senior Team Lead @	\$230.00	/hr	\$	230.00

Estimated Total: \$ 4,285.00

BUFFALO PARK

271 South 6th Street, Springfield NE

EARTHWORK OBSERVATION AND SOILS TESTING

Site Grading

3	Hrs Technician @	\$85.00	/hr	\$	255.00
1	Standard Proctors @	\$220.00	/each	\$	220.00
1	Atterberg Limits Tests @	\$120.00	/each	\$	120.00
1	Trips (mileage @ \$0.85 per mile)	\$15.00	/trip	\$	15.00

Utility Backfill

3	Hrs Technician @	\$85.00	/hr	\$	85.00
1	Trips (mileage @ \$0.85 per mile)	\$15.00	/trip	\$	15.00

Pavement and Floor Slab Subgrades

12	Hrs Technician @	\$85.00	/hr	\$	1,020.00
4	Trips (mileage @ \$0.85 per mile)	\$15.00	/trip	\$	60.00

REINFORCED CONCRETE INSPECTIONS AND TESTING

Footings

8	Hrs Technician @	\$85.00	/hr	\$	680.00
10	Compression Tests - Concrete @	\$20.00	/each	\$	200.00
2	Trips (mileage @ \$0.85 per mile)	\$15.00	/trip	\$	30.00
2	Compression Tests Retrieval Trips	\$15.00	/trip	\$	30.00

Slabs on Grade

4	Hrs Technician @	\$85.00	/hr	\$	340.00
5	Compression Tests - Concrete @	\$20.00	/each	\$	100.00
1	Trips (mileage @ \$0.85 per mile)	\$15.00	/trip	\$	15.00
1	Compression Tests Retrieval Trips	\$15.00	/trip	\$	15.00

Pavement, Sidewalks

16	Hrs Technician @	\$85.00	/hr	\$	1,360.00
20	Compression Tests - Concrete @	\$20.00	/each	\$	400.00
4	Trips (mileage @ \$0.85 per mile)	\$15.00	/trip	\$	60.00
4	Compression Tests Retrieval Trips	\$15.00	/trip	\$	60.00

STRUCTURAL MASONRY INSPECTIONS AND TESTING

Masonry Walls

6	Hrs Senior Technician	\$90.00	/hr	\$	540.00
8	Grout Prisms @	\$20.00	/each	\$	160.00
6	Mortar Cubes @	\$20.00	/each	\$	120.00
2	Trips (mileage @ \$0.85 per mile)	\$15.00	/trip	\$	30.00

STRUCTURAL FRAMING INSPECTIONS

Structural Steel/Precast Connections

4	Hrs Steel Technician	\$120.00	/hr	\$	480.00
1	Trips (mileage @ \$0.85 per mile)	\$15.00	/trip	\$	15.00
1	Hrs NDT Project Manager @	\$180.00	/hr	\$	180.00

REPORTING AND PROJECT MANAGEMENT

Technician Supervision, Review, and Project Administration

9	Hrs Project Manager @	\$160.00	/hr	\$	1,440.00
4	Hrs Administrative @	\$90.00	/hr	\$	360.00
1	Hrs Senior Team Lead @	\$230.00	/hr	\$	230.00

Estimated Total: \$ 8,635.00

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Doug Carey by phone at 402-297-7547 or by email at dacarey@olsson.com. We look forward to hearing from you and working with you on this project.



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Consent Agenda Item 8	Resolution 2026-37 Amend Section 320 457(b) Deferred Compensation Plan of the Employee Handbook to remove the participation age restriction	Kathleen Gottsch City Administrator

Synopsis

Section 320, 457(b) Deferred Compensation Plan, of the Employee Handbook currently requires employees to complete six months of service with the city and be at least 21 years of age before becoming eligible to participate in the retirement plan.

The IRS permits participation in a 457(b) plan beginning at age 18, provided applicable employment classifications and other plan requirements are met. In addition, our VOYA representative has confirmed that VOYA does not impose an age restriction on participation. The current age requirement of 21 was established by the city prior to my employment.

The city recently hired a full-time employee who is under the age of 21 and has expressed interest in participating in the retirement plan once otherwise eligible. Removing the age 21 requirement would provide eligible employees the opportunity to begin saving for retirement earlier and would support the city's goal of encouraging employees to invest in their long-term financial security.

Recommendation

Staff recommends approval.

Attachments

Resolution 2026-37

**RESOLUTION
2026-37**

Amend Section 320 457(b) Deferred Compensation Plan of the Employee Handbook

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska as follows:

WHEREAS, the City of Springfield reserves the right to establish and update personnel policies and procedures which are within their legal authority; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Springfield, Sarpy County, Nebraska, that the City of Springfield Employee Handbook Section 320 entitled "457(b) Deferred Compensation Plan" shall be amended to read as follows:

320 457(b) Deferred Compensation Plan

The City of Springfield has established two 457(b) deferred Compensation plans, "Plan A" and "Plan B," to provide employees the potential for future financial security for retirement.

Because your contribution to a 457(b) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 457(b) distributions.

Complete details of the 457(b) savings plan are described in the Summary Plan Description provided to eligible employees. Contact the City Administrator for more information about the 457(b) plan.

"Plan A"

To be eligible to join the "Plan A" 457(b) deferred compensation plan, you must complete ~~six (6)~~ months of service and be ~~21-eighteen (18)~~ years of age or older. You may join the plan only during open enrollment periods. All employees may participate in the 457(b) plan subject to all terms and conditions of the plan.

The "Plan A" 457(b) deferred compensation plan is an optional plan which allows you to elect how much of the employee salary you want to contribute and to direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs.

"Plan B"

To be eligible to join the "Plan B" 457(b) deferred compensation plan, you must complete ~~six (6)~~ months of service and be ~~21-eighteen (18)~~ years of age or older. You may join the plan only during open enrollment periods. The "Plan B" 457(b) deferred compensation plan is optional and is only available to regular full-time employees.

The required waiting period is waived for existing employees changing from part-time employment classification to regular part-time or full-time employment classifications and having already satisfied the six (6) month waiting period.

The "Plan B" 457(b) deferred compensation plan is a plan ~~in~~ which the City of Springfield ~~will~~ contributes ~~an amount~~ ~~sum equal to the employee's contribution, up to a maximum of ,which totals~~ 6% of ~~your~~ ~~the~~

employee's gross salary, directly to ~~you for the purpose of the~~ the employee's 457(b) deferred compensation plan. ~~To receive the full 6% City contribution, the employee must match contribute at least the 6% with of their his/her own gross salary to the plan contributions in order to receive the City's 6%. This Participation in Plan B is voluntary. is an optional plan so if you choose not to participate, you will forfeit not receive the City's matching contribution. 6% sum offered by the City but However, you will remain still be~~ eligible to participate in "Plan A."

The ~~6%~~ City contribution shall be included in your gross wage paid out, but not to be considered as part of your hourly wage compensation. "Plan B" is an additional benefit, not an additional hourly compensation. As in "Plan A," you may direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs.

~~Employer and employee contributions are subject to the annual limits established by the Internal Revenue Code. The maximum amount an employee may contribute in one years time is as follows:~~

Year	Annual Maximum
2022	\$20,500

~~Refer to IRS contribution limits for subsequent years.~~

~~This limit includes employer and employee contributions.~~

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and the City Council of the City of Springfield, Sarpy County, Nebraska, that the City of Springfield Employee Handbook Section 307 entitled "Sick Leave Benefits" shall take effect immediately.

Introduced and passed this 6th day of October 2026.

City Council Member _____ moved the adoption of said resolution.
City Council Member _____ seconded the motion.

Record of Vote:

Ayes: _____
Nays: _____
Abstain: _____
Absent: _____

Resolution adopted, signed and billed as adopted.

Approved:

Mayor

SEAL

Attest:

City Clerk

**RESOLUTION
2026-37**

Amend Section 320 457(b) Deferred Compensation Plan of the Employee Handbook

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska as follows:

WHEREAS, the City of Springfield reserves the right to establish and update personnel policies and procedures which are within their legal authority; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Springfield, Sarpy County, Nebraska, that the City of Springfield Employee Handbook Section 320 entitled "457(b) Deferred Compensation Plan" shall be amended to read as follows:

320 457(b) Deferred Compensation Plan

The City of Springfield has established two 457(b) deferred Compensation plans, "Plan A" and "Plan B," to provide employees the potential for future financial security for retirement.

Because your contribution to a 457(b) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 457(b) distributions.

Complete details of the 457(b) savings plan are described in the Summary Plan Description provided to eligible employees. Contact the City Administrator for more information about the 457(b) plan.

"Plan A"

To be eligible to join the "Plan A" 457(b) deferred compensation plan, you must complete six (6) months of service and be eighteen (18) years of age or older. You may join the plan only during open enrollment periods. All employees may participate in the 457(b) plan subject to all terms and conditions of the plan.

The "Plan A" 457(b) deferred compensation plan is an optional plan which allows you to elect how much of the employee salary you want to contribute and to direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs.

"Plan B"

To be eligible to join the "Plan B" 457(b) deferred compensation plan, you must complete six (6) months of service and be eighteen (18) years of age or older. You may join the plan only during open enrollment periods. The "Plan B" 457(b) deferred compensation plan is optional and is only available to regular full-time employees.

The required waiting period is waived for existing employees changing from part-time employment classification to regular part-time or full-time employment classifications and having already satisfied the six (6) month waiting period.

The "Plan B" 457(b) deferred compensation plan is a plan in which the City of Springfield will contribute an amount equal to the employee's contribution, up to a maximum of 6% of the employee's gross salary, directly to the employee's 457(b) deferred compensation plan. To receive the full 6% City contribution, the employee must contribute at least 6% of their own gross salary to the plan. Participation in Plan B is voluntary. If you choose not to participate, you will not receive the City's matching contribution. However, you will remain eligible to participate in "Plan A."

The City contribution shall be included in your gross wage paid out, but not to be considered as part of your hourly wage compensation. "Plan B" is an additional benefit, not an additional hourly compensation. As in "Plan A," you may direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs.

Employer and employee contributions are subject to the annual limits established by the Internal Revenue Code.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and the City Council of the City of Springfield, Sarpy County, Nebraska, that the City of Springfield Employee Handbook Section 307 entitled "Sick Leave Benefits" shall take effect immediately.

Introduced and passed this 6th day of October 2026.

City Council Member _____ moved the adoption of said resolution.

City Council Member _____ seconded the motion.

Record of Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Resolution adopted, signed and billed as adopted.

Approved:

Mayor

SEAL

Attest:

City Clerk



SARPY COUNTY SHERIFF'S OFFICE

Calls for Service - City of Springfield
09/01/2026 to 09/30/2026 | September 2026 activity report

CALLS FROM THE PUBLIC

35

13% up on last period

YEAR ON YEAR

-10.3%

was 39

DEPUTY-INITIATED

207

counted separately

REPORT OR ARREST

14%

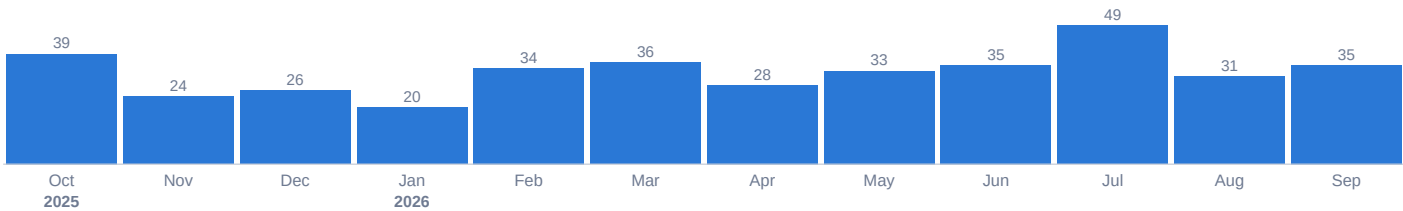
5 calls

AVERAGE RESPONSE

9.1 min

63% timed

CALLS FROM THE PUBLIC, LAST 12 MONTHS



RESPONSE TIME

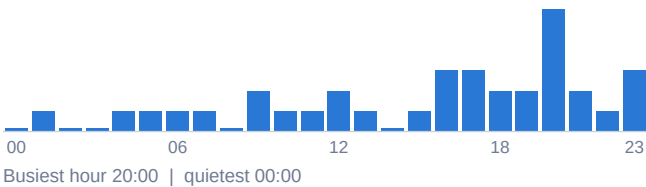
CALL CLASS	AVERAGE
Priority	7.9 min
Standard	13.3 min
Self-Initiated	0.0 min

WHEN THE CALLS CAME IN

Busiest days, most to least

DAY	CALLS
Sunday	8 22.9%
Monday	6 17.1%
Saturday	6 17.1%
Tuesday	4 11.4%
Wednesday	4 11.4%
Thursday	4 11.4%
Friday	3 8.6%

Calls by hour of day



CALL TYPES, MOST TO LEAST

TYPE	CALLS
ASSIST: FD W/RESCUE	9 25.7%
911HU	4 11.4%
RECKLESS ENDANGER	3 8.6%
CHECK WELL BEING	3 8.6%
INTERNET PC CRIME	2 5.7%
GENERAL BROADCAST	2 5.7%

TYPE	CALLS
WIRES DOWN	1 2.9%
TOWING CAR	1 2.9%
SUSP ACT/PERSON/VEH	1 2.9%
LARCENY/THEFT: HOT	1 2.9%
LARCENY/THEFT: COLD	1 2.9%
Other (5 values)	5 14.3%

WHERE THE PUBLIC CALLS WERE

Busiest streets

STREET	CALLS
N 2ND ST	5 19%
N 1ST ST	4 15%
VALLEY DR	3 12%
HWY 50	3 12%
S 4TH ST	2 8%
PLATTEVIEW DR	2 8%
N 5TH AVE	2 8%
ELM ST	2 8%

Top Traffic Enforcement

OUTCOME	COUNT
Traffic stops	28
Citations	14
Written warnings	23
Verbal warnings	4
Accidents	1
DUI calls	1

DEPUTY-INITIATED ACTIVITY

ACTIVITY	COUNT
COMM ORIENTED POLICE	130
TRAFFIC STOP: SARPY	28
VEHICLE: PARKING VIO	17
SPECIAL ATTENTION	9
ASSIST: MOTORIST	4
ASSIST A CITIZEN	4

HOW CALLS WERE RESOLVED

DISPOSITION	CALLS	SHARE
ASSISTED	9	25.7%
BROADCAST	6	17.1%
NO REPORT	6	17.1%
REPORT TAKEN	5	14.3%
REFERRED TO OTHER AGENCY	3	8.6%
NO CONTACT	3	8.6%
Mental Health Form	2	5.7%
WRONG NUMBER-911 CALLS	2	5.7%

ARRESTS	COUNT
Custodial arrest	0
Arrest, street release	0
Calls with an arrest	0

SPRINGFIELD ETJ - OUTSIDE THE CITY LIMITS

CALLS IN THE ETJ RING

43

SCSO-responsible land

DISPATCHED

13

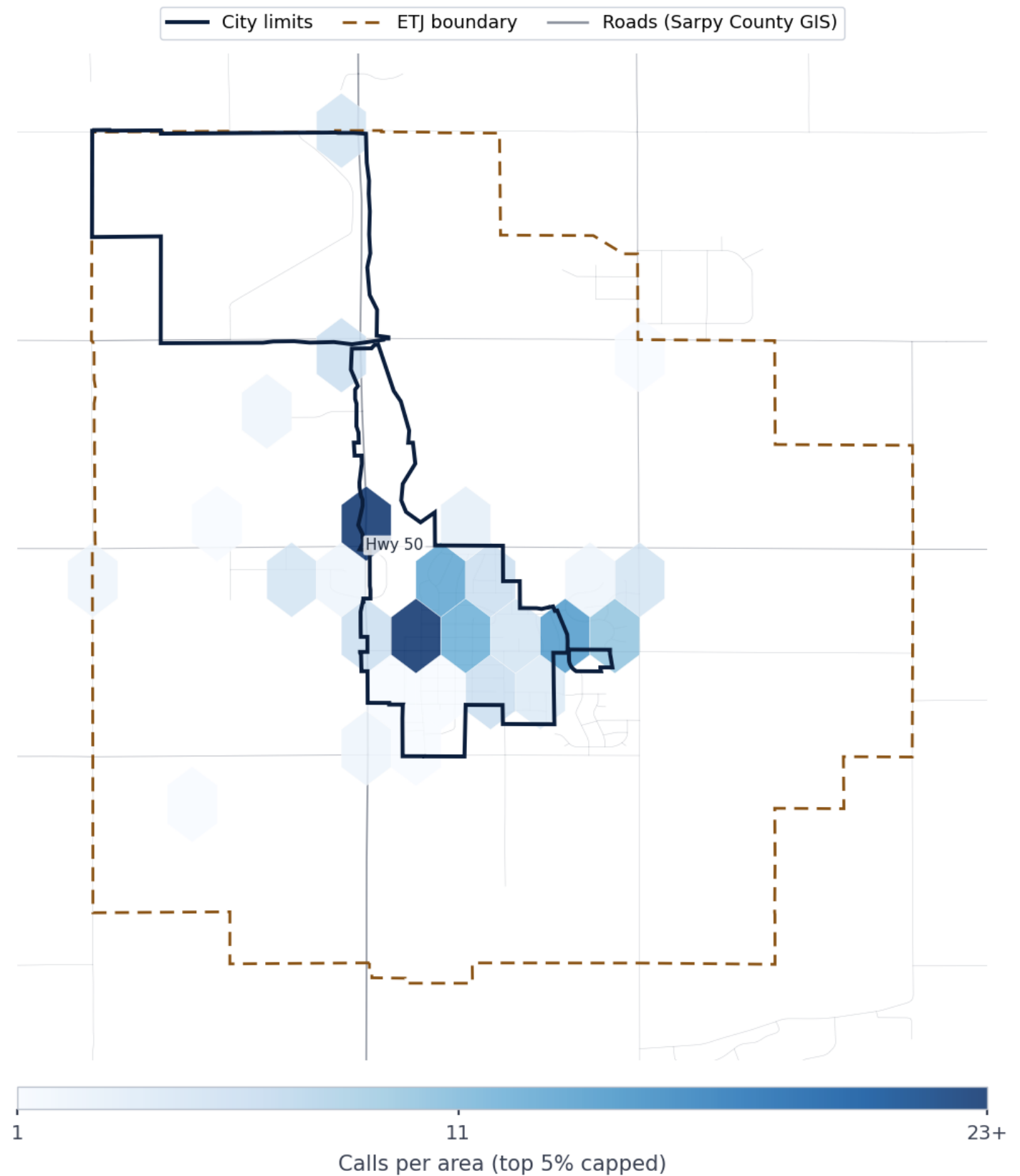
SELF-INITIATED

30

REPORT OR ARREST

16%

WHERE THE CALLS WERE - SPRINGFIELD AND ETJ





SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Regular Agenda Items 2 & 3	Public Hearing and Resolution 2026-38 Approving One & Six Year Road Plan	Barb Henninger City Clerk

Synopsis

Olsson has prepared the One & Six Year Road Plan, per Council's direction. A copy of the 2027 plan is attached for your review.

The 2027 One Year Plan lists the following projects: (1) Main Street from NE Hwy 50 to approx. 150' east of Railroad Street and (2) North 2nd Street from Main Street to Platteview Road.

The 2027 Six Year Plan lists the following projects: (1) Spruce Street from South 3rd Street to South 4th Street, (2) Spruce Street from South 4th Street to South 6th Street, (3) Platteview Drive from 2nd Street to end of pavement east of 5th Avenue, and (4) North 7th Street from Main Street to Elm Street.

Notice of the public hearing was published in the Sarpy County Times on September 23, 2026, and posted in three public places (City Hall, Post Office, and Horizon Bank). The public hearing will be opened and anyone in the audience requesting to speak on this matter will be allowed the opportunity. A motion will then be made to close the public hearing. After the public hearing is closed, the Council will take action on the Resolution.

Recommendation

Staff recommends approval of Resolution 2026-38.

Attachments

Resolution 2026-38
One and Six Year Road Plan

**RESOLUTION
2026-38**

One and Six Year Road Plan

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska as follows:

WHEREAS, the City Street Superintendent has prepared and presented a One Year and Six Year Plan for the Street Improvement Program for the City of Springfield, Nebraska; and

WHEREAS, the City of Springfield, Nebraska, has conducted a public hearing in accordance with the requirements of the Board of Public Roads Classification and Standard.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Springfield, Nebraska, that the One and Six Year Plan for streets as presented at said public hearing has been accepted and approved.

Introduced and Passed this 6th day of October 2026.

City Council Member _____ moved the adoption of said resolution.

City Council Member _____ seconded the motion.

Record of Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Resolution adopted, signed and billed as adopted.

Approved:

Mayor

SEAL

Attest:

City Clerk

RESOLUTION

WHEREAS, The City of Springfield, Nebraska, has conducted a public hearing in accordance with the requirements of the Board of Public Roads Classification and Standards, NOW, THEREFORE, be it resolved by the Mayor and City Council that the One and Six Year Plan for streets as presented at said public hearing has been accepted and approved.

Mayor

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the City of Springfield, Nebraska, does hereby certify that the above resolution was adopted at a legally convened meeting of the City held on the 6th day of October 2026 and further, that such a resolution has been fully recorded in the proceedings and records in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of October 2026.

City Clerk

The undersigned, duly qualified and acting City Clerk of the City of Springfield, Nebraska, does hereby certify that the notice of public hearing was posted in the City at the public places listed below at least ten (10) days prior to the public hearing.

City Clerk

Locations where the Public Hearing Notice was posted:

The notices were posted on _____



October 6, 2026

ONE AND SIX YEAR STREET IMPROVEMENT PLAN 2027-2032

THE CITY OF SPRINGFIELD, NEBRASKA

In 1970, the State of Nebraska initiated a program developed to provide an integrated system of public roads for the state, counties, and municipalities. The Department of Transportation and each county and municipality develop a long-range Six-Year plan of highway, road and street improvements.

The Six Year plan is required by law to be extended annually and kept on file with the City Clerk.

Along with the Six Year plan, a One Year plan shall be annually prepared and placed on file with the City Clerk for specific highway, road and street improvements for the current year.

These plans must first be approved and adopted by the Governing Body after a public hearing.

The 2027–2032 One and Six Year Street Improvement Plan includes the following and is described in more detail on the following pages.

- A. The One Year Street Improvement Plan for 2027 consists of two projects. These projects contain approximately ten blocks of street paving. The total estimate for these projects is \$1,975,000.
- B. The remaining three projects on the Six Year Street Improvement Plan for 2027-2032 consist of approximately eleven blocks of street paving. The total estimate for these projects is \$1,344,000.

The estimated cost of all the projects is \$3,319,000.

- C. A location map and a summary of the individual projects and their estimated costs are included in this report.

F:\2020\3001-3500\020-3169\40-Design\Reports\GNCV\Springfield 2027 1&6 Yr Plan\26-09-28_One and Six Summary.doc

One and Six Year Plan Summary

City: Springfield

Year: 2027

Plan Year	Project No.	Project Location	Project Description	Opinion of Probable Cost
One	M-554(14)	Main Street from NE Hwy. 50 to approx. 150' east of Railroad Street	Replace existing road with 25-50' wide, 9" concrete street	\$536,000
One	M-554(30)	2nd Street from Main Street to Platteview Road	Replace existing road with 24-35' wide, 8" concrete street	\$1,439,000

Opinion of Probable Cost of One Year Projects \$1,975,000

Six	M-554(7)	Spruce Street from 3rd Street to 4th Street	Replace existing road with 28' wide, 6" concrete street	\$124,000
Six	M-554(8)	Spruce Street from 4th Street to 6th Street	Replace existing road with 28' wide, 6" concrete street	\$250,000
Six	M-554(31)	Platteview Drive from 2nd Street to end of pavement east of 5th Avenue	Replace existing road with 26' wide, 6" concrete street	\$547,000
Six	M-554(35)	North 7th Street from Main Street to Elm Street	Replace existing road with 25' wide, 6" concrete street	\$423,000

Opinion of Probable Cost of Six Year Projects \$1,344,000

Opinion of Probable Cost of All One and Six Year Projects \$3,319,000

Projects Completed in 2026:

The City completed general maintenance in 2026.

None of the 2026 One Year Projects were completed in 2025 and were carried over to 2027.

The City received \$223,831.80 in Highway Allocation from 10/1/25 to 9/30/26.

The City received a \$3,000 incentive payment for hiring a Class A Street Superintendent.

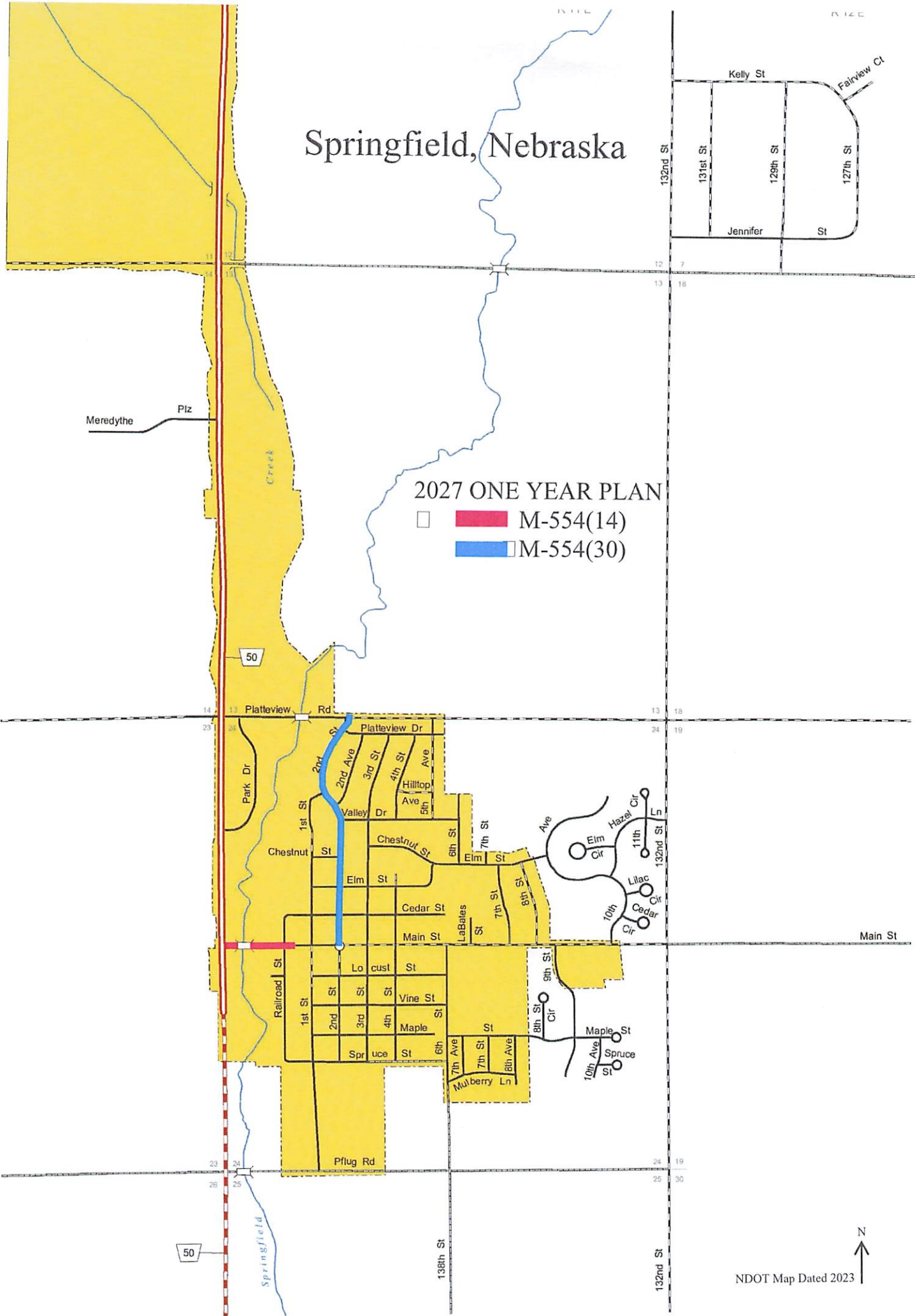
The City received \$68,346.38 in Local Option Motor Vehicle Sales Tax from 10/1/25 to 9/30/26.

This total does not have any administrative costs deducted.

Springfield, Nebraska

2027 ONE YEAR PLAN

-  M-554(14)
-  M-554(30)



Springfield, Nebraska

2027 SIX YEAR PLAN

- M-554(14)
- M-554(30)
- M-554(7)
- M-554(8)
- M-554(31)
- M-554(50)



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Regular Agenda Items 4-6	Application for Final Plat for Lots 1-72 and Outlots A-F, Village on Main (Phase 1 of 3) submitted by M2S LLC (Applicant/Subdivider) and Village on Main LLC (Owner)	Kathleen Gottsch City Administrator

Synopsis

FoleyShald Engineering ("Agent") submitted the following document on March 9, 2026, on behalf of Melvin Sudbeck/M2S LLC ("Subdivider") related to the property legally described as the North ½ of the Southwest ¼ of Section 19, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, owned by Centipede LLC ("Owner"):

1. Final Plat Application

Additionally, the following exhibits were submitted:

1. Final Plat Checklist
2. Phase 1 Final Plat
3. Source and Use of Funds

Owner/Subdivider/Agent request the following in order to subdivide the land into a residential development:

1. Final Plat of Lots 1-72 and Outlots A-G, Village on Main Phase 1

The documents were forwarded to the Residential Planning Review Team, which is comprised of Bill Seidler, Jr. (city attorney), Jeff Ray (city planner), Jeff Thompson (engineer for Sarpy County & Cities Wastewater Agency (SCCWWA)), Brian Schuele (city engineer with Olsson), MUD, NDOT, OPPD Land Management, Papio Missouri River Natural Resources District, Sarpy County (Admin/Engineering/Public Works), Sarpy County Emergency Management Agency, Sarpy County GIS, Sarpy County Planning, Sarpy County Sheriff, Chad Zimmerman (Springfield Fire Chief), and Ryan Saunders (Springfield Platteview Community Schools).

A copy of the synopsis of comments from the Planning Review team, as well as the submitted documents and exhibits, are attached.

A public hearing will be opened to consider approval of the final plat. Once all those in attendance wishing to speak on this topic have been afforded the opportunity to speak, the public hearing can be closed. Council will then consider approval of the final plat.

City staff is still working with the developer's team to finalize the subdivision agreement. We had hoped to have it wrapped up for this meeting; however, we are still working through language specifically regarding the advancement of sewer agency infrastructure and the potential for future reimbursement. A copy of the most recent draft subdivision agreement is attached for your reference.

Recommendation

The Springfield Planning Commission held a public hearing for this application on April 14, 2026, and recommended approval contingent upon any outstanding items referenced in the reports being addressed.

Attachments

Synopsis of Comments

Village on Main-FP Connection Fee Schedule_3-13-26.pdf

Village on Main – Phase 1 Final Plat w/Comments

Official Survey of Record 00031150 8-14-25.pdf

Village on Main – Survey Comments 8-14-25

Village on Main Final Streets 3-20-26

Final Plat Application

Final Plat Checklist

Phase 1 Final Plat

Source and Use of Funds

Resolution 2026-39

Resolution 2026-40



SPRINGFIELD

NEBRASKA

March 30, 2026

SYNOPSIS OF PROFESSIONAL STAFF COMMENTS FOR PLANNING COMMISSION & CITY COUNCIL

Lots 1-72 and Outlots A-G, - Village on Main Phase 1 Centipede (Owner)/M2S LLC (Subdivider)/FoleyShald (Agent) Final Plat Application

FoleyShald ("Agent") submitted the following documents on March 9, 2026, on behalf of M2S LLC ("Subdivider") related to the property legally described as a tract of land beginning the N1/2 of the SW1/4 of Section 19, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, owned by Centipede LLC ("Owner"):

1. Final Plat Application

The following exhibits were also provided:

1. Final Plat Checklist
2. Phase 1 Final Plat
3. Source and Use of Funds

At the request of Jeff Thompson (SCCWWA), FoleyShald also provided the following documents:

1. Village On Main - Phase 1 Area Table
2. Village On Main - Phase 1 Final Plat CAD

Owner/Subdivider/Agent request the following in order to subdivide the land into a residential development:

1. Final Plat of lots 1-72 and Outlots A-G, Village on Main Phase 1

The documents were forwarded to the Residential Planning Review Team, which is comprised of Bill Seidler, Jr. (city attorney), Jeff Ray (city planner), Jeff Thompson (engineer for Sarpy County & Cities Wastewater Agency (SCCWWA)), Brian Schuele (city engineer with Olsson), MUD, NDOT, OPPD Land Management, Papio Missouri River Natural Resources District, Sarpy County (Admin/Engineering/Public Works), Sarpy County Emergency Management Agency, Sarpy County GIS, Sarpy County Planning, Sarpy County Sheriff, Chad Zimmerman (Springfield Fire Chief), and Ryan Saunders (Springfield Platteview Community Schools). Below is a synopsis of their comments.

Bill Seidler, Jr., City Attorney

1. Description
 - a. This is an application by M2S, LLC for land owned by Centipede, LLC.
 - b. The plat is for Phase 1 of a 3-phase project. It is for seventy-two (72) residential lots and seven (7) outlots.

- c. The land is east of the current corporate limits of Springfield. It is not within the current city corporate limits but is within its Extra Territorial Zoning Jurisdiction.
 - d. It is part of a Planned Unit Development (PUD) subdivision in 3 phases.
- 2. Documents Reviewed
 - a. Final Plat Checklist;
 - b. Final Plat Application dated March 3, 2026;
 - c. Final Plat, Lots 1 thru 72 and Outlets A thru G;
 - d. Source and Use of Funds dated March 24, 2026; and
 - e. Sanitary Sewer 30% Design Report.
- 3. S.I.D. Versus Other Methods of Public Improvement Methods
 - a. Under Springfield Subdivision Regulations, a plat must contain an itemized cost estimate for all public improvements and detailed breakdown of portion of estimated costs to be borne by the subdivider, and those borne by the City, S.I.D., or other proposed issuer of public debt.
 - b. The S.I.D. property tax levy would be significantly higher than the City levy.
 - c. The city should consider alternatives to S.I.D. construction.
 - d. S.I.D.s are not part of the corporate limits of the city, and the city derives no property tax revenue from them. They do, however, have the potential for demands from S.I.D. residents, who do not understand the distinction between the city and the S.I.D.
 - e. S.I.D.s are governed by an S.I.D. Board of Directors, elected by the lot owners.
 - f. In the past, S.I.D.s adjacent to Springfield were allowed to increase the population, to allow for construction and amortization of city waterworks and city sewer systems across a larger population.
- 4. Development Risks to Springfield
 - a. A risk is that the development may not be able to construct houses or improvements to reach the projected values.
 - b. If the Subdivider cannot sell all of the lots at the projected price, and collect the special assessments, or if the average value of the improvements is less than the projected value, it may mean that the S.I.D. would have to address its debt. It would also mean that the projected debt could not be retired according to the projected schedule.
 - c. It is unknown if the current residential market conditions in Springfield, or the surrounding area, would allow for the construction of these improvements.
 - d. Given that many of the suggested dwellings are different than what currently exists in the city, an inquiry should be made into any market projections or studies that have been made to support the proposition of Phase Value and Final Value.
- 5. Annexation Risk
 - a. If it is the policy of the City of Springfield not to annex S.I.D.s until the S.I.D. reduces its debt to a level that can be serviced at the then current levy of the city, it may mean that annexation of the area may never occur.
 - b. The tax levy of the S.I.D. should be compared to the property tax levy of the City of Springfield. It is unknown what the district tax levy would have to be to service its construction, debt, and operation cost.
 - c. If the S.I.D. cannot generate sufficient revenue to maintain its infrastructure, it may allow its infrastructure to deteriorate, which would create a problem for the City, with deteriorated streets, sewers, and outlots in an area within city limits.
 - d. If, in the future, the city cannot, or will not, annex this S.I.D., because of debt levels, or infrastructure considerations, the city would not be able to annex areas east or south of this S.I.D. that were contiguous with this S.I.D. but not the corporate limits of the city. This means that if an area arose to the south, or east, of this projected S.I.D., that the city desired to annex, that the city could not reach the new subdivision. The city could not extend its extra territorial zoning jurisdiction.



6. Impact of Potential Lot Combinations and Undeveloped Lots (*To Be Addressed in Subdivision Agreement*)
 - a. The Sources and Uses of Funds Exhibit projects a valuation of \$164,943,750.00.
 - b. If lots within the subdivision are combined into single lots, or if lots are undeveloped, either by choice or because of market conditions, this could affect the valuation of the entire S.I.D. If the S.I.D. does not reach the projected valuation, the S.I.D. may not be able to retire its debt.
 - c. There are a number of known variables of unknown value that will affect the city's approach to annexing this S.I.D. They include market forces of the lot buyer, timing of lot development, cumulative value of parcels within the S.I.D., and levy rate set by the S.I.D. directors.
 - d. The Subdivider's methodology of the valuation assumption should be explored.
7. Papillion Issues
 - a. Springfield has an interlocal agreement with Papillion regarding extraterritorial zoning jurisdiction. If there is additional development to the north and east of the current Springfield corporate limits, and Springfield annexes the subdivision, it would potentially alter Springfield's one-mile extraterritorial zoning jurisdiction boundary.
 - b. Alternatively, if the area between Springfield and Papillion becomes increasingly urbanized, Papillion may wish to extend its boundaries.
 - i. These matters should be studied in light of the city's relationship with Papillion.
 - c. Papillion is a City of the First Class and Springfield is a City of the Second Class.
 - d. Springfield should consider the zoning and annexation issues that could arise because of increased suburban development in the area between Papillion and Springfield
8. Planned Unit Development ("PUD")
 - a. To this commentator's knowledge, this would be the first Springfield PUD.
 - b. The preliminary plat is presented as a Planned Unit Development (PUD) Article 5. Section 5.20 of the Springfield zoning code addresses Planned Unit Developments. The section provides "A. **Intent.** The intent of the PUD District is to encourage the creative design of new living and retail areas, as distinguished from subdivisions of standard lot sizes, in order to permit such creative design in buildings, open space, and their inter-relationship while protecting the health, safety, and general welfare of existing and future residents of surrounding neighborhoods.

The PUD District is a floating zone. Although the specific conditions within this district are predetermined, they must be carefully reviewed to ensure that these conditions can be met."

 - i. All provisions of Article 5, Section 5.20 PUD section should be reviewed and compared to the document submitted by the Subdivider.
 - c. PUD zoning and construction will require more city staff time and input from the city Planner and County. There may be substantial present and future personnel costs to the city that cannot be offset by property taxes on the area if it has not been annexed by the city.
9. Phasing
 - a. The phasing proposed in the Preliminary Plat was as follows:
 - i. Phase 1 as submitted is 72 lots.
10. Outlots
 - a. The plat refers to a Homeowners' Association (HOA) and the Association's responsibility to maintain certain outlots. Because some of the lots are trail space, it may be more appropriate to have them maintained by the S.I.D.



- b. Outlot D is the PCSMP basin owned by S.I.D. and maintained by S.I.D. but transferred to HOA prior to annexation. Outlots F and G will be owned by the HOA for Green Space, Trails, and Amenities.
 - c. With respect to outlots, the putative trail and park lots, a HOA may not have sufficient funds, or the political will, to maintain the outlots. What should be their level of maintenance? The standard of maintenance by the HOA should be considered.
 - d. If the S.I.D. is annexed, the city still will not control these outlots.
11. Subdivision Agreement
- a. There will need to be a Subdivision Agreement between the Subdivider and the city.

Jeff Ray, City Planner

- 1. Agent to add the following items to the Final Plat:
 - a. Identify all amenities in their location.
 - i. E.g., 8 feet wide concrete trail, etc.
 - b. All setbacks need to be labeled not just illustrated
 - i. This can be per area and not on every lot.
 - 1. Agent can add Lot Requirements box from Exhibit A in Preliminary Plat.
 - c. The planned open space should be labeled and listed as a percentage of the phase or total development.
 - i. Agent can add Net Open Space box from Exhibit A in Preliminary Plat.
- 2. The intended use of the Outlots per the MU-PUD Zoning District should be listed in the Subdivision Agreement.

Jeff Thompson, SCCWWA Engineer

SCCWWA staff review is based on the SCCWWA policy and procedures currently in effect at the time of this review.

- 1. Recommend a boundary adjustment application be submitted to the Agency board to consider amending and adjusting the Agency Masterplan to reflect the revised Agency infrastructure.
 - a. Based on the current Agency master plan and the natural topography, the above referenced parcel is currently located entirely in the Phase 1B service area.
 - i. Subdivider is considering the full construction of a Phase 1B Agency gravity line down to approximately 120th Street with the addition of a lift station to pump it into the Phase 1A force main at that location.
 - ii. Agency staff could support the proposed alignment location with the understanding that the Agency would have no further infrastructure obligations within the SCX-1 subbasin. In other words, this development alignment would supersede the current Agency Master Plan alignment in its entirety.
 - 1. SCCWWA will begin coordination with our engineering consultant to provide design requirements and other feedback necessary for this concept if the City of Springfield agrees.
- 2. City and Agency to continue working on framework for reimbursement of pioneered Agency infrastructure.
 - a. The source and use of funds ("SUF") identifies exterior sanitary sewer costs with \$3,229,578 of reimbursable expenses to the exterior infrastructure, presumably by the Agency through the City of Springfield.
- 3. Recommend a boundary adjustment application be submitted to the Agency board for consideration to amend and adjust the growth boundary zone to include the entire parcel within the Urban Development Zone ("UDZ").
 - a. Based on the current growth management plan the above reference parcel is currently located entirely in the Urban Reserve Zone ("URZ").



- i. Item 1 and 3 may be considered within the same application request for simplification.
4. Please provide an updated flow rate study from the entire service area now extending to 120th Street and its points of impact(s) through what would be considered the Agency system.
 - a. Assumed land uses and projected flow rates can be found at <https://scacwa.maps.arcgis.com/apps/instant/basic/index.html?appid=6307929e69234ac58f8eb18b6e533fda>.
5. City to provide, at the time of the final plat submittal, the sewer connection agreement between the City of Springfield and the development area.
6. SID to pay half (½) of the sewer connection fees should item 3 above be pursued and the development area is moved within the UDZ. The second half becoming due at the time of building permits for each lot being built upon.
 - a. Based on the current final plat, the total estimated connections fees will be \$241,271.07 (**see attached Village on Main-FP Connection Fee Schedule_3-13-26.pdf**).
 - b. Half (½) of the connection fees equaling \$120,635.53 will be due at the time of the final plat.
 - i. These fees are based on the 2025-2026 fiscal year rates which expire June 30, 2026. Should the final plat not be approved by then, future fiscal years rates shall apply.
 - c. The City of Springfield may have their own connection fee charge for the development on top of the Agency charges, which is perfectly understandable should they deem it necessary.
7. SCCWWA will review layout of future final plat submittals for any changes to the development ratio.
 - a. The Regional Wastewater System Financial Assessment TM_2015 3-11-16(final) Waatach and Platte River Regional Wastewater System Refinement Technical Memorandum and the Regional Wastewater Treatment Alternatives Technical Memorandum estimated 60% of the total acres of any residential to be developable with 5 EDU's per acre.
 - b. Based on the current final plat information, this development equates to a ratio of 19.47% which is much less than those preliminary engineering estimates.
 - i. The ratio calculation is skewed because several of the large outlots being proposed are presumed to be replatted and developable in the future.
8. Recommend further due diligence within the development area after testing to confirm and ensure inflow and infiltration ("I & I") is not encountered.
 - a. Recent development within the Agency jurisdiction have found newly constructed developments are experiencing I & I issues even after initial system testing.
 - b. An inflatable plug at the tie in structures prior to any initial home construction may be prudent for identifying this type of issue.

Brian Schuele, City Engineer w/ Olsson

1. Agent to provide the following documents:
 - a. Construction documents.
2. City to work with Subdivider on the following documents:
 - a. Draft subdivision agreement.
 - b. Draft roadway agreement with Sarpy County.
 - c. Bond, escrow, or security agreement.
3. Final Plat
 - a. Agent to show trail easement on Outlots A and B (or D, depending on trail layout).
 - b. Agent to show storm sewer easement on north end of Outlot A, matching storm sewer plan from prelim plat.
4. PCSMP Drainage Study
 - a. Development appears to meet the PCSMP requirements.



- i. A more detailed review will be performed by the city once the additional information has been received.
- 5. Draft Traffic Study
 - a. No comments.
- 6. Source and Use of Funds
 - a. Agent to update SUF to reflect reimbursement to Sarpy County as lead agent for improvements to 132nd & Main Streets.
- 7. Exterior Road Improvements:
 - a. Sarpy County will serve as the lead agent for road improvements along 132nd Street and Main Street.
 - b. Subdivider shall contribute 25% toward intersection improvements (i.e., traffic lights, roundabout) at 132nd & Main.

MUD

- 1. Metropolitan Utilities District ("MUD") is the supplier of natural gas to this new plat for Village on Main subdivision.
- 2. There is a 4" natural gas main in Main Street approximately 600' west of S. 132nd Street, near the entrance to Springfield Pines at N. 10th Avenue.
 - a. Agent to work with MUD on gas main application.

NDOT

No comments received.

OPPD

No comments.

Papio Missouri River Natural Resources District

No comments.

Sarpy County Admin/Engineer/Public Works

Public Works

The following are the comments on the Final Plat (see attached Village on Main - Phase 1 Final Plat w/Comments 3-12.pdf):

- 1. Subdivider/Surveyor to file the survey dated August 4, 2025 that was routed for comments on August 8, 2025.
 - a. **Required time to file is 90 days.**
- 2. Agent to check the dimensions on the ROW for Main Street and 132nd Street.
 - a. Final plat shows them as 66'.
- 3. Agent to check the Section Corner SW Corner, N ½, SW ¼ as there is no monument set.
 - a. Corner not set as shown on survey dated August 4, 2025 that was routed for comments on August 8, 2025.
- 4. Agent to check Section Corner Ties as they need to be updated as per 2026.03.11.
 - a. Check type of cap at W ¼ Corner Section 19-13-12.
 - b. E-2'+ - CL 132nd Street is not a tie.
 - c. Mag Nail & Washer monument is not set as of 3/10/26.
 - i. Ties under SW Corner, N ½, SW ¼ Section 19-13-12 Found Mag Nail & Washer are not set as of 3/10/26.
 - d. NE – 57.38' – N.W. Corner Mailbox Post & SE 87.43 S.W. Corner Mailbox Post under Center of Section 19-13-12 Fund ¾" pipe are not acceptable ties.
 - i. Agent to use what Sarpy County set.



- e. Ties under SE Corner, N ½, SW ¼ Section 19-13-12 Found Capped Monument LS-449 are not set as of 3/10/26.
 - i. 3/8" rebars are not acceptable when state minimum is ½".
5. Recommend Agent add details on the small jog on the east side of the plat (near Lot 38).
6. Subdivider to determine if Sudbeck Companies logo is needed on final plat.
7. The following are the comments on the Survey:
NOTE: Sarpy County Public Works believes they have incorporated all of the necessary comments for the survey on the **Village on Main - Phase 1 Final Plat w/Comments 3-12.pdf** document. However, below is a summary of the comments received :
 - a. The Synopsis of Comments to the Applicant dated 9/3/25 in response to documents initially submitted August 8, 2025 stated, "Sarpy County Public Works noted that the survey that was provided (dated 7/11/25) was not an official survey" (**see attached Village on Main - Survey Comments 8-14-25.pdf**).
 - i. "Agent to **update survey**. See attached **Official Survey of Record 00031150 8-14-25.pdf** which is an official copy from the State Survey Repository.
 1. **NOTE:** This was NOT a survey of the same parcel of land
 - b. Updated documents, including a Survey (which was a copy of the Official Survey of Record 00031150 provided), were submitted November 14, 2025 by the Agent and routed to the Residential Planning Review Team on November 20, 2025.
 - i. No comments were received on the survey provided.
 - c. The survey that was provided is not for the same S-T-R; it references 228th Street.
 - i. Agent to **provide updated survey** for corrected area and taking into account comments from the 9/3/25 synopsis.

Sarpy County Emergency Management Agency

No comments received.

Sarpy County GIS

1. Streets provided
 - a. **See attached Village On Main Final Streets 3-20-26.pdf**

Sarpy County Sheriff

1. Concerned with the increase of traffic at the intersection of 132nd Street & Main Street during peak hours in the morning and afternoon.
 - a. Are there any plans for a pedestrian crossing system with flashing lights on demand or something similar for children walking to the elementary school?

Springfield Fire Chief

No comments.

Ryan Saunders (Springfield Platteview Community Schools)

No comments received.

Attachments:

- Village on Main-FP Connection Fee Schedule_3-13-26.pdf
- Village on Main - Phase 1 Final Plat w/Comments 3-12.pdf
- Official Survey of Record 00031150 8-14-25.pdf
- Village on Main - Survey Comments 8-14-25.pdf
- Village On Main Final Streets 3-20-26.pdf



Raw Acres	41.33	Ac				
Lot #	Lot Area (sf)	Platted Lot Area (acres)	Connection Fee at time of Plat FY 2025-2026		Connection Fee Per Agency @ Bldg Permit Per Acre	
1	19908.43	0.46	\$ 13,703.73			
2	6747.52	0.15	\$ 4,644.57			
3	6000	0.14	\$ 4,130.03			
4	6000	0.14	\$ 4,130.03			
5	6215.57	0.14	\$ 4,278.41			
6	6494.85	0.15	\$ 4,470.65			
7	5996.1	0.14	\$ 4,127.34			
8	6000	0.14	\$ 4,130.03			
9	6000	0.14	\$ 4,130.03			
10	6000	0.14	\$ 4,130.03			
11	6000	0.14	\$ 4,130.03			
12	7102.68	0.16	\$ 4,889.04			
13	10360.76	0.24	\$ 7,131.70			
14	3754.53	0.09	\$ 2,584.39			
15	3459.67	0.08	\$ 2,381.42			
16	3867.39	0.09	\$ 2,662.07			
17	5389.45	0.12	\$ 3,709.76			
18	2240.65	0.05	\$ 1,542.32			
19	2148.04	0.05	\$ 1,478.58			
20	2573.29	0.06	\$ 1,771.29			
21	3519.8	0.08	\$ 2,422.81			
22	1995	0.05	\$ 1,373.23			
23	1995	0.05	\$ 1,373.23			
24	2470	0.06	\$ 1,700.19			
25	2470	0.06	\$ 1,700.19			
26	1995	0.05	\$ 1,373.23			
27	1995	0.05	\$ 1,373.23			
28	2470	0.06	\$ 1,700.19			

Lot #	Lot Area (sf)	Platted Lot Area (acres)	Connection Fee at time of Plat FY 2025-2026		Connection Fee Per Agency @ Bldg Permit Per Acre	
29	5699.83	0.13	\$ 3,923.41			
30	5699.94	0.13	\$ 3,923.48			
31	5700.06	0.13	\$ 3,923.57			
32	8324.84	0.19	\$ 5,730.30			
33	8644.09	0.20	\$ 5,950.05			
34	11349.96	0.26	\$ 7,812.61			
35	5771.52	0.13	\$ 3,972.76			
36	5700.08	0.13	\$ 3,923.58			
37	5700.2	0.13	\$ 3,923.66			
38	5699.83	0.13	\$ 3,923.41			
39	7498.48	0.17	\$ 5,161.49			
40	8689.32	0.20	\$ 5,981.19			
41	10778.38	0.25	\$ 7,419.17			
42	5817.87	0.13	\$ 4,004.66			
43	5700.31	0.13	\$ 3,923.74			
44	5175	0.12	\$ 3,562.15			
45	5175	0.12	\$ 3,562.15			
46	10237.77	0.24	\$ 7,047.05			
47	10665.95	0.24	\$ 7,341.78			
48	5175	0.12	\$ 3,562.15			
49	5175	0.12	\$ 3,562.15			
50	5175	0.12	\$ 3,562.15			
51	5175	0.12	\$ 3,562.15			
52	5175	0.12	\$ 3,562.15			
53	5175	0.12	\$ 3,562.15			
54	1600	0.04	\$ 1,101.34			
55	1600	0.04	\$ 1,101.34			
56	1600	0.04	\$ 1,101.34			
57	1600	0.04	\$ 1,101.34			
58	1600	0.04	\$ 1,101.34			

Lot #	Lot Area (sf)	Platted Lot Area (acres)	Connection Fee at time of Plat FY 2025-2026		Connection Fee Per Agency @ Bldg Permit Per Acre	
59	1600	0.04	\$ 1,101.34			
60	1600	0.04	\$ 1,101.34			
61	2803.75	0.06	\$ 1,929.93			
62	2303.48	0.05	\$ 1,585.57			
63	2303.85	0.05	\$ 1,585.83			
64	2805.18	0.06	\$ 1,930.91			
65	2605.29	0.06	\$ 1,793.32			
66	2104.62	0.05	\$ 1,448.69			
67	2104.92	0.05	\$ 1,448.90			
68	2606.52	0.06	\$ 1,794.17			
69	2606.98	0.06	\$ 1,794.48			
70	2105.98	0.05	\$ 1,449.63			
71	2106.29	0.05	\$ 1,449.84			
72	2608.51	0.06	\$ 1,795.54			
Total Developable Acres (UDZ)		8.05				
Total Sewer Connection Fee			\$ 241,271.07			
OL A	605131.56	13.89				
OL B	173896.54	3.99				
OL C	102578.81	2.35				
OL D	134509.22	3.09				
OL E	8000.41	0.18				
OL F	31996.43	0.73				
OL G	7636.25	0.18				
Total Outlot	1,063,749	24.42				
						241,271.07
Right of Way	256927.31	5.90				

Lot #	Lot Area (sf)	Platted Lot Area (acres)	Connection Fee at time of Plat FY 2025-2026		Connection Fee Per Agency @ Bldg Permit Per Acre	
Total Project Acres		38.37				
1/2 Due at F.P			\$ 120,635.53			
Based on Regional Regional Wasterwater System Financial Assessment TM_2015 3-11-16(final) Waatach and						
Platte River Regional Wastewater System Refinement Technical Memorandum and the Regional Wastewater Treatment Alternatives Technical Memorandum						
60% of total acres estimated to be developable with 5 EDU's per acre						
Development Developable Acres	19.47%	>60%	FALSE			
EDU's	40.23330234					
Note: Several large lots included in the previous submittal have now been designated as outlots which are presumed to be developable in the future						
Connection Fees Owed to Omaha (\$293/EDU)						
1/2 due to Omaha at the time of final plat			\$ 11,788.36			

VILLAGE ON MAIN

LOTS 1 THRU 72 AND OUTLOTS "A" THRU "G" INCLUSIVE
BEING A PLATTING OF PART OF THE N 1/2 OF THE SW 1/4 OF SECTION 19, T13N, R12E, OF THE 6TH P.M.
CITY OF SPRINGFIELD, SARPY COUNTY, NEBRASKA

Reviewed by: JMB
03/10/2026 3:12:24 PM

file your survey that we have in our
possession from 2025.08.11
212 days previous to 2026.03.10
90 days is the required time to file

APPROVAL OF THE PLANNING COMMISSION OF SPRINGFIELD, NEBRASKA.
THIS FINAL PLAT OF "VILLAGE ON MAIN" WAS APPROVED BY THE SPRINGFIELD PLANNING COMMISSION THIS
DAY OF _____, 2026.

CHAIRPERSON, SPRINGFIELD PLANNING COMMISSION

ACCEPTANCE BY THE SPRINGFIELD CITY COUNCIL
THIS FINAL PLAT OF "VILLAGE ON MAIN" WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, NEBRASKA ON
THIS DAY OF _____, 2026, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA

MAYOR

ATTEST: CITY CLERK

REVIEW OF SARPY COUNTY SURVEYOR
THIS PLAT OF "VILLAGE ON MAIN" WAS REVIEWED BY THE SARPY COUNTY PUBLIC WORKS DEPARTMENT THIS _____ DAY
OF _____, 2026.

SARPY COUNTY SURVEYOR / ENGINEER

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT "M2S, LLC", THE OWNER(S) OF RECORD OF THE REAL ESTATE SHOWN ON THE
ACCOMPANYING PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREIN, HAVE CAUSED THE SAME TO BE SURVEYED,
SUBDIVIDED, REPLATTED AND DESIGNATED AS "VILLAGE ON MAIN" (LOTS, OUTLOTS, LANES AND CIRCLES TO BE NUMBERED
AND DESCRIBED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN
ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, Lanes AND CIRCLES TO BE NUMBERED
EASEMENTS AS SHOWN ON THIS PLAT, IN THE CITY OF SPRINGFIELD, SARPY COUNTY, NEBRASKA, AND THAT SAID SURVEYING,
SUBDIVIDING, REPLATTING, DESIGNATION AND DEDICATED RIGHT OF WAY FOR PUBLIC USE, WAS DONE WITH THE FREE
CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNER. WE DO FURTHER GRANT A
PERPETUAL EASEMENT TO THE CITY OF SPRINGFIELD, OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS,
METROPOLITAN UTILITIES DISTRICT, AND CENTURY LINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND
SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR
LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM
EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE
SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED,
PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT,
THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, AND OTHER
RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS OR, THROUGH, UNDER AND ACROSS A
FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE
PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES
THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, ON THIS _____ DAY OF _____, 2026.

OWNER: M2S, LLC

MELVIN SUDBECK: OWNER
M2S, LLC

ACKNOWLEDGMENT OF NOTARY
STATE OF NEBRASKA }
COUNTY OF SARPY } SS

ON THIS _____ DAY OF _____, 2026 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, IN AND
FOR SAID COUNTY, PERSONALLY CAME TO ME, MELVIN SUDBECK (OWNER M2S, LLC) WHO IS KNOWN TO BE THE IDENTICAL
PERSON(S) WHOSE NAME ARE FIRED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE THEIR
VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

NOTARY PUBLIC

LIEN HOLDER CONSENT AND SUBORDINATION
THE UNDERSIGNED, HOLDER OF THAT CERTAIN DEED OF TRUST AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS
"VILLAGE ON MAIN" (HEREINAFTER "PLAT"), SAID DEED OF TRUST BEING RECORDED IN THE OFFICE OF THE REGISTER OF
DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. _____ (HEREINAFTER "LIEN"), DOES HEREBY
CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY EASEMENTS, STREETS, ROADS, ACCESS
EASEMENTS, AND RELINQUISHMENTS OF ACCESS DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT BUT NOT
OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY
OTHER PERSON.

ADDRESS: _____ (TRUSTEE AND BENEFICIARY):

By:

_____, POSITION - COMPANY)

ACKNOWLEDGMENT OF NOTARY
State of Nebraska)
Sarpy County) SS

ON THIS _____ DAY OF _____, 2025 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, IN AND
FOR SAID COUNTY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON BEHALF OF SAID
POSITION - COMPANY

MY COMMISSION EXPIRES THE _____ DAY OF _____, 20____: WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND
YEAR LAST ABOVE WRITTEN

NOTARY PUBLIC

ACCEPTANCE BY THE SPRINGFIELD CITY ENGINEER
THIS FINAL PLAT OF "VILLAGE ON MAIN" WAS REVIEWED AND APPROVED BY THE SPRINGFIELD CITY ENGINEER, ON THIS
DAY OF _____, 2026.

SPRINGFIELD CITY ENGINEER

COUNTY TREASURER'S CERTIFICATION
THIS IS TO CERTIFY THAT THERE ARE NO SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN
THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THE OFFICE.

THIS _____ DAY OF _____, 2026.

SARPY COUNTY TREASURER

SECTION CORNER TIES

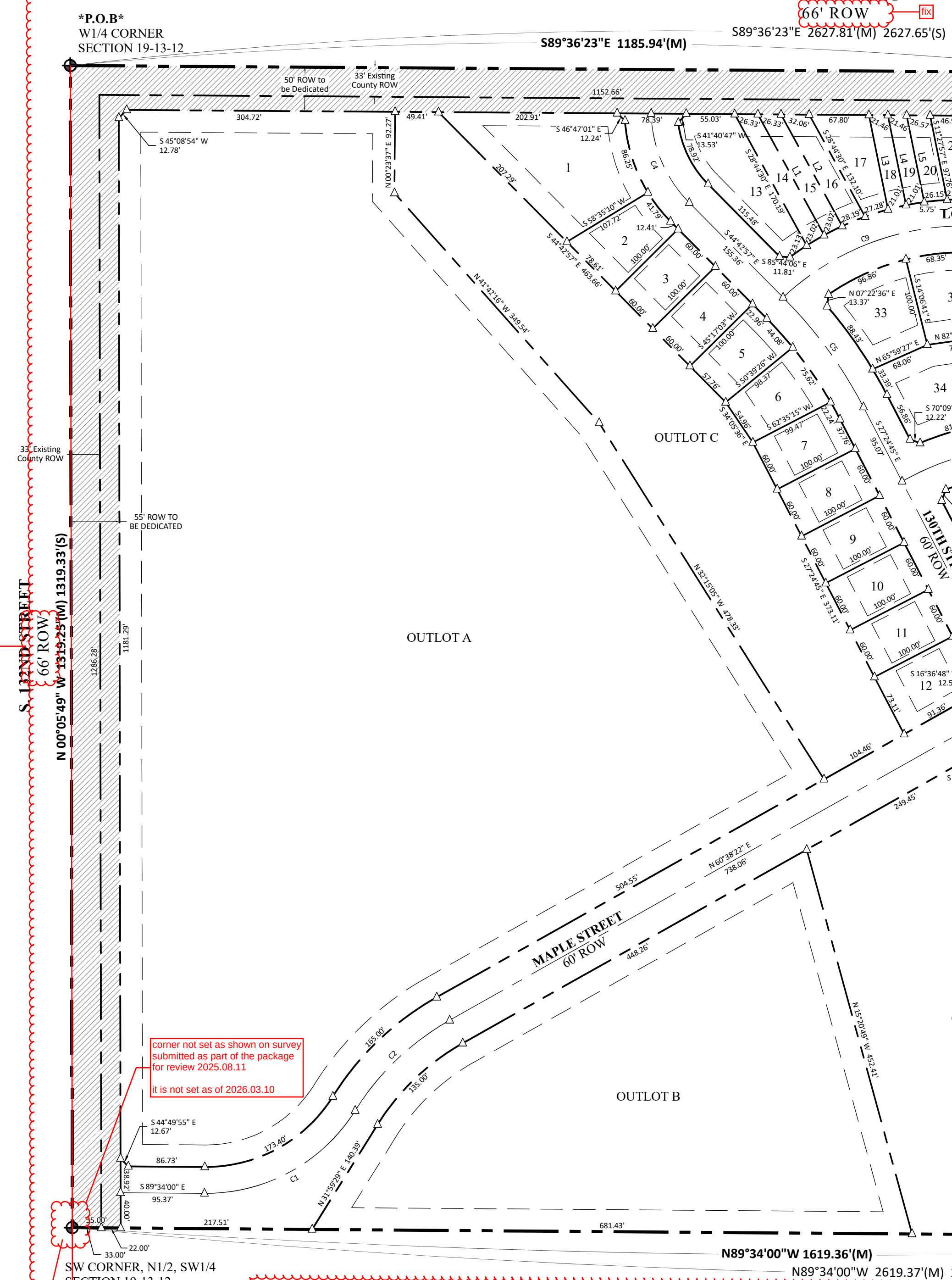
**W1/4 CORNER SECTION 19-13-12
FOUND 2" ALUMINUM CAP**
SW - 60.40' - 3/8" REBAR - FACE POWER POLE
NW - 70.85' - 5/8" REBAR
SE - 48.72' - X NAILS S.W. FACE POWER POLE
SE - 81.06' - 5/8"x24" REBAR - LS CAP 502
E - 24' - CL-332ND STREET

**SW CORNER, N1/2, SW1/4
SECTION 19-13-12
FOUND 2" ALUMINUM CAP**
NW - 50.00' - 3/8" REBAR
SW - 50.00' - 3/8" REBAR
E - 33.00' - 5/8"x24" REBAR - LS CAP 502
NE - 50.00' - 3/8" REBAR

**SE CORNER, N1/2, SW1/4
SECTION 19-13-12
FOUND 2" ALUMINUM CAP**
NW - 40.00' - 3/8" REBAR
NE - 40.00' - 3/8" REBAR
NW - 40.00' - 3/8" REBAR
SW - 40.00' - 3/8" REBAR

**SE CORNER, N1/2, SW1/4
SECTION 19-13-12
FOUND 2" ALUMINUM CAP**
NW - 40.00' - 3/8" REBAR
NE - 40.00' - 3/8" REBAR
NW - 40.00' - 3/8" REBAR
SW - 40.00' - 3/8" REBAR

- NOTES:**
- ALL DISTANCES ARE ARC LENGTH UNLESS OTHERWISE NOTED.
 - ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
 - ALL EASEMENTS (EASEMENTS ARE HATCHED) THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
 - LOTS 1 THRU 72 ARE ZONED MU-PUD.
 - A PERMANENT STORM SEWER AND DRAINAGE EASEMENT IS TO BE GRANTED OVER OUTLOT "C"; THIS OUTLOT IS TO BE OWNED AND MAINTAINED BY THE SANITARY AND IMPROVEMENT DISTRICT & SHALL BE TRANSFERRED TO THE CITY OF SPRINGFIELD AT TIME OF ANNEXATION.
 - OUTLOT "D" IS TO BE USED FOR A PERMANENT "PCSPM" BASIN. A PERMANENT STORM SEWER AND DRAINAGE EASEMENT IS TO BE GRANTED OVER THIS OUTLOT. THIS OUTLOT IS TO BE OWNED AND MAINTAINED BY THE SANITARY AND IMPROVEMENT DISTRICT & SHALL BE TRANSFERRED TO THE HOME OWNERS ASSOCIATION PRIOR TO ANNEXATION.
 - A PERMANENT SANITARY SEWER EASEMENT IS TO BE GRANTED OVER OUTLOT "E". THIS OUTLOT IS TO BE OWNED AND MAINTAINED BY THE SANITARY AND IMPROVEMENT DISTRICT & SHALL BE TRANSFERRED TO THE CITY OF SPRINGFIELD AT TIME OF ANNEXATION.
 - PERMANENT UTILITY AND ACCESS EASEMENTS ARE TO BE GRANTED OVER OUTLOT "F". THIS OUTLOT IS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
 - OUTLOT "G" IS TO BE USED AS A PUBLIC PEDESTRIAN ACCESS EASEMENT. THIS OUTLOT IS TO BE OWNED AND MAINTAINED BY THE SANITARY AND IMPROVEMENT DISTRICT & SHALL BE TRANSFERRED TO THE HOME OWNERS ASSOCIATION PRIOR TO ANNEXATION.
 - ALL ROADWAYS SHOWN ARE 60 FT WIDE RIGHT OF WAY UNLESS OTHERWISE NOTED.
 - HORIZONTAL CONTROL IS BASED ON DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION.
 - DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO MAIN STREET OR S 132ND STREET FROM ANY LOTS.
 - SET MONUMENTS WILL BE 1.5 8"x4" REBAR WITH LSC #502 UNLESS OTHERWISE NOTED
 - LOTS 54 THRU 60 ARE SQUARE LOTS, 40 FEET BY 40 FEET.



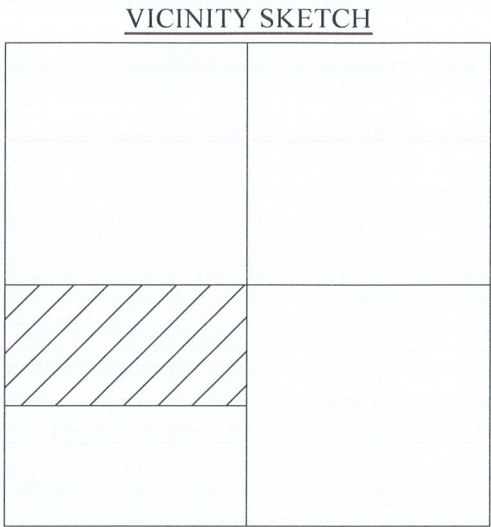
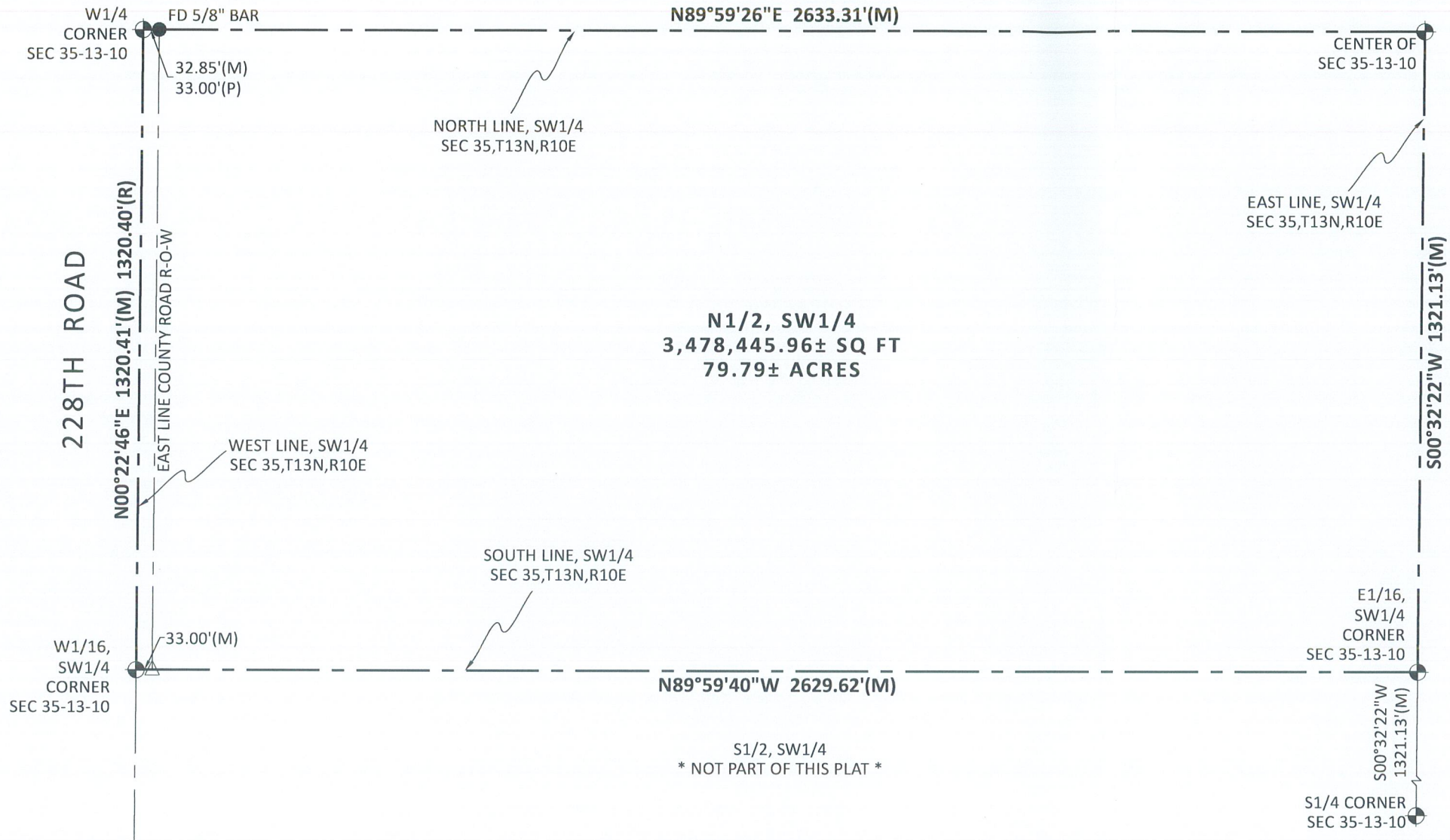
Curve Table				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	200.00'	204.00'	195.27'	N 61°12'45" E
C2	300.00'	150.00'	148.44'	N 46°18'50" E
C3	300.00'	155.79'	154.05'	N 75°30'59" E
C4	150.00'	112.75'	110.11'	S 23°10'59" E
C5	500.00'	151.00'	150.43'	S 36°03'51" E
C6	500.00'	131.00'	130.63'	S 19°54'24" E
C7	500.00'	29.20'	29.20'	S 10°43'41" E
C8	500.00'	82.80'	82.71'	S 04°18'39" E
C9	300.00'	228.24'	222.77'	N 68°35'55" E
C10	300.00'	157.99'	156.17'	N 75°18'25" E
C11	300.00'	71.28'	71.12'	N 83°35'51" E
C12	300.00'	46.66'	46.61'	N 85°56'17" E

Line Table		
LINE	BEARING	DISTANCE
L1	N 28°44'30" W	156.56'
L2	N 28°44'30" W	144.85'
L3	N 11°27'57" W	109.35'
L4	N 11°27'57" W	104.27'
L5	N 11°27'57" W	100.53'

SURVEYOR'S CERTIFICATE
I, THOMAS B. CATLETT, NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 502, DUPLY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE
PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY
DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE
AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.
I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING PLAT TO BE KNOWN AS "VILLAGE ON MAIN" BEING COMPRISED OF LOTS 1-72 AND
OUTLOTS "A" THRU "G".
LEGAL DESCRIPTION:
BEGINNING AT THE W1/4 CORNER SECTION 19 TOWNSHIP 13 NORTH, RANGE 12 EAST, OF THE 6TH P.M., THENCE ON THE NORTH SECTION LINE OF THE SW1/4 OF SAID
SECTION 19, S89°36'23"E A DISTANCE OF 1185.94 FEET; THENCE LEAVING SAID SECTION LINE, S00°23'37"W A DISTANCE OF 145.00 FEET; THENCE S89°36'23"E A DISTANCE OF 40.31
FEET; THENCE S00°23'37"W A DISTANCE OF 60.00 FEET; THENCE S00°16'12"W A DISTANCE OF 190.00 FEET; THENCE S00°23'37"W A DISTANCE OF 60.00 FEET; THENCE N89°36'23"W
A DISTANCE OF 0.41 FEET; THENCE S00°16'12"W A DISTANCE OF 60.00 FEET; THENCE S89°36'30"E A DISTANCE OF 60.00 FEET; THENCE S00°16'12"W A DISTANCE OF 89.01 FEET;
THENCE S89°36'23"E A DISTANCE OF 38.69 FEET; THENCE S00°23'37"W A DISTANCE OF 175.00 FEET; THENCE S89°36'23"E A DISTANCE OF 225.00 FEET; THENCE S00°23'37"W A
DISTANCE OF 135.00 FEET; THENCE S89°36'23"E A DISTANCE OF 4.69 FEET; THENCE S00°23'37"W A DISTANCE OF 132.50 FEET; THENCE N89°36'23"W A DISTANCE OF 50.00 FEET;
THENCE S00°23'37"W A DISTANCE OF 72.50 FEET; THENCE S89°36'23"E A DISTANCE OF 125.40 FEET; THENCE S00°18'58"W A DISTANCE OF 160.32 FEET TO THE SOUTH SECTION
LINE OF THE N1/2 OF THE SW1/4 OF SAID SECTION 19; THENCE N89°34'00"W ALONG SAID SECTION LINE A DISTANCE OF 1639.36 FEET TO THE WEST LINE OF THE SW1/4 OF SAID
SECTION 19; THENCE N00°05'49"W ALONG SAID SECTION LINE A DISTANCE OF 1319.25 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING.
SAID TRACT CONTAINS 1,800.330 SQ. FT. OR 41.33 ACRES, MORE OR LESS, OF WHICH 2.96 ACRES MORE OR LESS WILL BE COUNTY ROAD RIGHT OF WAY, SUBJECT TO ALL
EASEMENTS AND RESTRICTIONS OF RECORD.
PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND
DECIMALS OF U.S. SURVEY FEET.
SIGNED THIS _____ DAY OF _____, 2026.
THOMAS B. CATLETT
CATLETT SURVEYING
13650 S. 150TH COURT
BENNETT, NE 68317
L.S. #502

SURVEY RECORD

N1/2 OF THE SW1/4 OF SECTION 35,T13N, R10E
OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



LEGAL DESCRIPTION
FROM TITLE COMMITMENT, EFFECTIVE DATE JANUARY 23, 2025, FILE NO. 2510455

THE N 1/2 OF THE SW1/4, SECTION 35, T13N, R10E,
OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

SAID N 1/2 OF THE SW 1/4 CONTAINS 3,478,445.96 SQUARE
FEET, OR 79.79 ACRES, OF WHICH 43,573.62 SQUARE FEET OR
1.00 ACRES MORE OR LESS IS SUBJECT TO COUNTY ROAD
RIGHT OF WAY, AND IS SUBJECT TO ALL EASEMENTS AND
RESTRICTIONS OF RECORD.

SECTION CORNER INFORMATION

W1/4 CORNER SECTION 35,T13N,R10E
FD SC5M CAP
ENE - 29.00' - X/NAI5 IN CFP
S - 18.00' - CL E/W ROAD CULVERT
WNW - 34.07' - X/NAI5 IN N FACE
OF RR TIE CFP
E - 32.85' - 5/8\"/>

E1/16, SW1/4 SECTION 35,T13N,R10E
SET 5/8\"/>

S1/4 CORNER SECTION 35,T13N,R10E
FD SC5M CAP, 2'± DEEP IN FIELD
NE - 10.09' - 5/8\"/>

CENTER OF SECTION 35,T13N,R10E
FD 5/8\"/>

W1/16, SW1/4 SECTION 35,T13N,R10E
FD LS CAP 308
ESE - 43.86' - X/NAI5 IN PP
W - 33.00' - LS CAP 308
WNW - 24.34' - X/NAI5 IN N FACE RR
TIE CFP
SW - 40.24' - EYE BOLT IN TOP FP
ESE - 43.80' - N TOP CFP
E - 33.00' - LS CAP 502

Nebraska
Survey Record Repository
RECEIVED
\$5.00
JUL 25 2025
SARPY
1730-516

S.C.P.W.
Received
(08-11-2025)

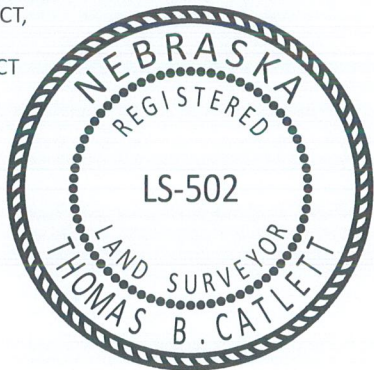
LAND SURVEYORS CERTIFICATE

I, THOMAS B. CATLETT, NEBRASKA REGISTERED LAND SURVEYOR NO. 502 ,
DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO
HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED
ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF
SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION;
THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED
MONUMENTS, MARKED AS SHOWN, AND TO THE BEST
OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT,
AND IN ACCORDANCE WITH THE MINIMUM
STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT
AT THE TIME OF THIS SURVEY.

THOMAS B. CATLETT
NEBRASKA R.L.S. NO. 502

04/01/2025

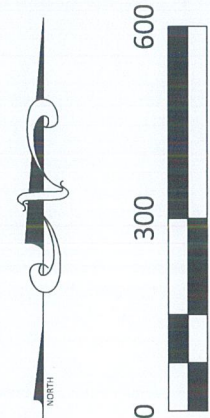
DATE



LEGEND

△ - SET SURVEY POINT AS INDICATED
● - FOUND SURVEY POINT AS INDICATED
○ - CALCULATED SURVEY POINT
CTP - CRIMPED TOP PIPE
OTP - OPEN TOP PIPE
M - MEASURED DISTANCE
C - CALCULATED DISTANCE
P - PLAT DISTANCE
R - RECORDED DISTANCE
____ - BOUNDARY LINE

Drawn By: AK
Checked By: PC/TC/JS
Crew: JS/AK
Field: 3/18/25
Drawing: 04/01/25
Job #: 2025-013
Scale: 1" = 300'
Sheet 1 of 1



CATLETT
LAND SURVEYING
BENNETT, NEBRASKA
402-274-7525 : 402-217-5816
WWW.CATLETTSURVEYING.COM

SEE DOCUMENT THAT WAS RECIEVED AS
OFFICIAL SURVEY OF RECORD FROM THE
STATE REPOSITORY. FILE 00031150.PDF

SURVEY RECORD
N1/2 OF THE SW1/4 OF SECTION 19, T13N, R12E
OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

Reviewed by: JMB
08/11/2025 9:10:54 AM

Reviewed by MRL
08/12/2025 8:20:39 AM

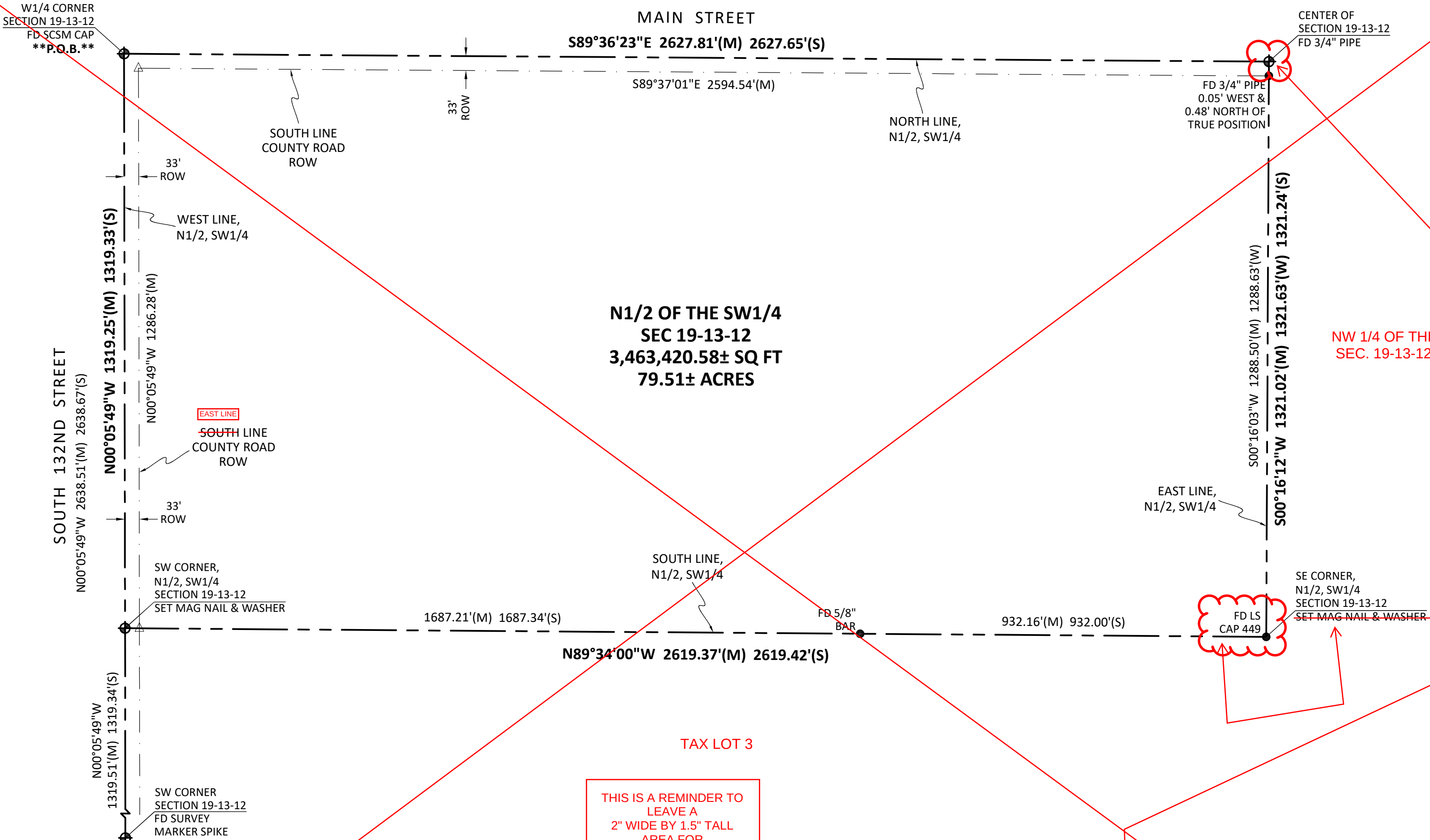
CATLETT
LAND SURVEYING
BENNETT, NEBRASKA
402-274-7525 • 402-217-5816
WWW.CATLETTSURVEYING.COM

LEGEND
△ - SET 5/8"x24" CAPPED REBAR (LS502)
● - FOUND SURVEY POINT AS INDICATED
○ - FOUND CORNER
○ - FOUND CAPPED REBAR (LS502)
○ - CALCULATED SURVEY POINT
CTP - CRIMPED TOP PIPE
OTP - OPEN TOP PIPE
M - MEASURED DISTANCE
C - CALCULATED DISTANCE
S - SUTHERLAND SURVEY DATED 5-23-08
W - WHITFIELD SURVEY DATED 3-11-24
--- BOUNDARY LINE

WRONG SYMBOL

SURVEY RECORD
N1/2 OF THE SW1/4 OF SECTION 19, T13N, R12E
OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

CREW: AK/JS
DRAWN BY: AK
CHECKED BY: TC/PC
DATE: 7/11/25
REVISION DATE:
JOB #: 2025-063
SHEET NO.
1 of 1



THIS IS A REMINDER TO
LEAVE A
2" WIDE BY 1.5" TALL
AREA FOR
THE NEBRASKA SURVEY
RECORD REPOSITORY
STAMP AND
RECORDING INFORMATION

TAX LOT 3

LEGAL DESCRIPTION

A TRACT OF LAND BEING THE N1/2 OF THE SW1/4 OF SECTION 19, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE W1/4 CORNER OF SAID SECTION 19, THENCE S89°36'23"E, ON THE NORTH LINE OF SAID SW1/4, A DISTANCE OF 2627.81 FEET TO THE CENTER OF SAID SECTION; THENCE S00°16'12"W, ON THE EAST LINE OF THE N1/2 OF SAID SW1/4, A DISTANCE OF 1321.02 FEET TO THE SE CORNER, N1/2, SW1/4; THENCE N89°34'00"W, LEAVING SAID EAST LINE AND ON THE SOUTH LINE OF SAID N1/2, A DISTANCE OF 2619.37 FEET TO THE SW CORNER, N1/2, SW1/4; THENCE N00°05'49"W, ON THE WEST LINE OF SAID N1/2, A DISTANCE OF 1319.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,463,420.58 SQUARE FEET OR 79.51 ACRES MORE OR LESS, OF WHICH 128,538.90 SQUARE FEET OR 2.95 ACRES ARE CURRENTLY BEING USED AS COUNTY ROAD RIGHT OF WAY. SAID TRACT IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR'S NOTE

HORIZONTAL CONTROL IS BASED ON THE DOUGLAS/SARPY COMBINED LDP IN INTERNATIONAL FEET.



840
W1/4 CORNER
SECTION 19-13-12
FD BRASS CAPS
SW - 60.40' - X/N NW FACE PP
NW - 70.85' - 3/8" BAR
SE - 48.72' - X/N SW FACE PP
E - 2' ± - CL 132ND STREET
[THERE WAS A TIE NE WE SET]

1320
CENTER OF
SECTION 19-13-12
FD 3/4" PIPE
S - 32.52' - 3/4" PIPE
N - 32.98' - OPEN TOP PIPE
NE - 57.38' - NW COR MAILBOX POST
SE - 87.43' - SW COR MAILBOX POST
[NOT VERY GOOD TIES. WHY DID YOU NOT USE WHAT WE SET?]

842
SW CORNER,
N1/2, SW1/4
SECTION 19-13-12
FD SURVEY MARKER SPIKE
WNW - 96.88' - X/N SE FACE PP
NW - 44.78' - X/N SOUTH FACE PP
E - 32.92' - 3/4" PIPE
SW - 41.20' - X/N NE FACE CFP

SE CORNER,
N1/2, SW1/4
SECTION 19-13-12
FD LS CAP 449
SE - 40.00' - 3/8" BAR
NE - 40.00' - 3/8" BAR
NW - 40.00' - 3/8" BAR
SW - 40.00' - 3/8" BAR

NOT OFFICIAL UNTIL SIGNED
AND SEALED

Professional

LAND SURVEYORS CERTIFICATE

I, THOMAS B. CATLETT, NEBRASKA REGISTERED LAND SURVEYOR NO. 502, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS, MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT, AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

THOMAS B. CATLETT
NEBRASKA R.L.S. NO. 502
07/18/25
DATE

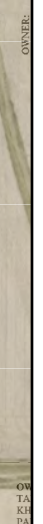
P.L.S.

THIS IS A REMINDER TO LEAVE
A 2"x2" AREA FOR THE
SURVEYORS SEAL
WHO WILL BE CERTIFYING.

ONLY AUTHORIZED SEALS

#1. AN AUTHORIZED
DIGITAL SEAL BY THE
STATE OF NEBRASKA
OR
#2. THE RUBBER OR EMBOSSED
SEAL SUPPLIED TO YOU
BY THE STATE OF NEBRASKA

OWNER:
OSBORN/BF
PARCEL ID:



OWNER:
J&M FIELD OF DREAMS LP
PARCEL ID#: 011591239

Springfield NE, 68059



FINAL PLAT APPLICATION

(please print or type)

Subdivider's Name M2S LLC

Address 16255 Woodland Drive, Omaha, Ne 68136

Phone (402) 895 - 3288 ext.

Owner's Name CENTIPEDE LLC

Address 11813 Hickory St Omaha, Ne 68144

Phone () - ext.

Agent's Name

Address

Phone () - ext.

The Final Plat is requested for the property legally described as follows:

BEGINNING AT THE W1/4 CORNER SECTION 19 TOWNSHIP 13 NORTH, RANGE 12 EAST, OF THE 6TH P.M., THENCE ON THE NORTH SECTION LINE OF THE SW1/4 OF SAID SECTION 19, S89°36'23"E A DISTANCE OF 1185.94 FEET; THENCE LEAVING SAID SECTION LINE, S00°23'37"W A DISTANCE OF 145.00 FEET; THENCE S89°36'23"E A DISTANCE OF 40.31 FEET; THENCE S00°23'37"W A DISTANCE OF 60.00 FEET; THENCE S00°16'12"W A DISTANCE OF 190.00 FEET; THENCE S00°23'37"W A DISTANCE OF 60.00 FEET; THENCE N89°36'23"W A DISTANCE OF 0.41 FEET; THENCE S00°16'12"W A DISTANCE OF 95.00 FEET; THENCE S89°36'30"E A DISTANCE OF 60.00 FEET; THENCE S00°16'12"W A DISTANCE OF 95.01 FEET; THENCE S89°36'23"E A DISTANCE OF 38.69 FEET; THENCE S00°23'37"W A DISTANCE OF 175.00 FEET; THENCE S89°36'23"E A DISTANCE OF 225.00 FEET; THENCE S00°23'37"W A DISTANCE OF 135.00 FEET; THENCE S89°36'23"E A DISTANCE OF 4.69 FEET; THENCE S00°23'37"W A DISTANCE OF 132.50 FEET; THENCE N89°36'23"W A DISTANCE OF 50.00 FEET; THENCE S00°23'37"W A DISTANCE OF 72.50 FEET; THENCE S89°36'23"E A DISTANCE OF 125.40 FEET; THENCE S00°18'58"W A DISTANCE OF 160.32 FEET TO THE SOUTH SECTION LINE OF THE N1/2 OF THE SW1/4 OF SAID SECTION 19; THENCE N89°34'00"W ALONG SAID SECTION LINE A DISTANCE OF 1619.36 FEET TO THE WEST LINE OF THE SW1/4 OF SAID SECTION 19; THENCE N00°05'49"W ALONG SAID SECTION LINE A DISTANCE OF 1319.25 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,800,330.08 SQ. FT. OR 41.33 ACRES, MORE OR LESS, OF WHICH 2.96 ACRES MORE OR LESS WILL BE COUNTY ROAD RIGHT OF WAY, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF U.S. SURVEY FEET.

The current zoning of the property is as follows:

AR (Agriculture Residential)

Name of the Final Plat:

Village on Main

Number of lots in the Final Plat:

72 Residential Lots

7 Outlots

Does the subdivider have any interest in the land surrounding the final plat?

☒ yes

☐ no

If yes, please describe the nature of such interest:

The proposed project is phase one (1) of a three (3) phase development.

Will the Final Plat require any zoning or other action (rezone, planned development, conditional use, vacations) to complete the development?

☒ yes

☐ no

If yes, please describe the nature of the action:

Yes, the proposed zoning is MU-PUD (mixed use-planned unit development).

The Final Plat is based on the Preliminary Plat for:

Village on Main

This Preliminary Plat was approved by the City Council on:

Date Tuesday, January 6th, 2026

Is the Final Plat consistent with the approved Preliminary Plat?

☒ yes

☐ no

If not, explain the proposed changes and the reasons therefore:

Phase line was slightly modified for lot optimization

Have all improvements required by the Preliminary Plat application process been completed?

☒ yes

☐ no

If not, list improvements which have not been completed:

Working through standard agreements.

- ✓ ***Please refer to the Final Plat Checklist for a complete list of required information.***
- ✓ ***Complete information must be provided by the applicant or no action will be taken.***
- ✓ ***Please refer to the Review Schedule for submittal deadlines and public hearing dates.***

I hereby certify that all required information and materials are herewith attached and said materials are true and accurate to the best of my knowledge.

X Signed 
Applicant

Date 3-3-2026, 20

Application Fee: \$500.00 plus \$10.00 per lot
*fees are nonrefundable

All fees are due and payable to the City Treasurer upon application.



FINAL PLAT CHECKLIST

Plat Name: Village on Main

Subdivider's Name M2S LLC

Final Plats shall include the following information:

After approval of the Preliminary Plat by the Planning Commission, the subdivider shall prepare and submit to the Planning Commission a Final Plat prepared by a registered engineer and registered land surveyor for recording purposes and shall submit to the City Engineer:

(The following items were submitted with the Preliminary Plat)

- ☒ A sanitary sewer plan
- ☒ A surface storm drainage plan within the subdivision (this requirement may vary on a case by case basis, subject to City Council review and approval).
- ☒ A street profile plan with a statement of proposed street improvements

Final Plat, in conformance with the approved Preliminary Plat, shall include:

- ☒ Name of subdivision
- ☒ Date, north arrow and scale
- ☒ Boundary lines of area being subdivided (heavy dashed lines) with accurate distance, angles other than 90 degrees, boundaries and location of section and half-section lines in relation to Plat.
- ☒ Include lands adjoining subdivision for a distance of two hundred (200) feet on all sides, all names of such additions, and streets, together with property lines, lot and block numbers and other designations, (except dimensions, to be shown by broken lines.) Dimensions of bounding streets, together with lot dimensions on side adjoining streets shall be shown.
- ☒ Identifications systems for all lots and blocks.
- ☒ Proposed streets, cul-de-sacs, (with names), alleys, easements and other dedications and lots of other parcels of land must be accurately dimensioned. All angles other than ninety (90) degrees, as required to definitely establish lines or parcels of land, must be shown.
- ☒ Locations of markings (in feet and decimals of a foot) of iron pipe, three-quarters (3/4) of an inch plus or minus, in diameter and not less than two (2) feet in length at all lot corners and change in alignments of such lines.

- ☒ The point of beginning and ending of curve, its radius and total deflection angle.
- ☒ Certification by a registered land surveyor.
- ☒ A notarized certification signed and acknowledged by all parties having any titled interest in, or lien upon the land to be subdivided consenting to the Final Plat including the dedication of parts of the land for streets, easements, and other purposes.
- ☒ A certification signed by the County Treasurer stating that there are no regular or special taxes due or delinquent against the platted land.
- ☒ A form for the approval of the Planning Commission.
- ☒ A form for the approval of the City Council to be signed by the Mayor and attested to by the City Clerk.
- ☒ Location description of the subdivision by the section, township, range, county, and state and including metes and bounds description for the boundaries of the subdivision.
- ☒ A form for the approval of the City Engineer.
- ☒ A form for Acknowledgement by Notary.
- ☒ A form for Certificate of County Register of Deeds.
- ☒ One copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.

**Please refer to the Springfield Subdivision Regulations for subdivision design standards.*

EXHIBIT J

SID 390 - Village on Main

Project Summary

Source and Use of Funds

Springfield, NE



PROPOSED IMPROVEMENT	QUANTITY	UNIT	CONSTRUCTION COST	SOFT COST	TOTAL COST	GENERAL OBLIGATION	SPECIAL ASSESSMENT	REIMBURSABLE	PRIVATE
GRADING	668,250	CY	\$ 2,089,750	\$ 229,872	\$ 2,319,622	\$ -	\$ -	\$ -	\$ 2,319,622
SANITARY SEWER									
Interior	10,636	LF	\$ 2,217,573	\$ 919,486	\$ 3,137,059	\$ -	\$ 3,094,053	\$ 43,005	\$ -
Exterior	3,140	LF	\$ 1,695,375	\$ 702,964	\$ 2,398,339	\$ 799,446	\$ -	\$ 1,598,893	\$ -
Capital Facilities Fee			\$ 1,760,496	\$ 282,543	\$ 2,043,039	\$ 1,021,519	\$ -	\$ -	\$ 1,021,519
STORM SEWER									
Interior	4,893	LF	\$ 939,840	\$ 389,692	\$ 1,329,532	\$ 1,329,532	\$ -	\$ -	\$ -
Watershed Fee			\$ 509,363	\$ -	\$ 509,363	\$ -	\$ -	\$ -	\$ 509,363
PCSMP			\$ 144,364	\$ 59,859	\$ 204,223	\$ 204,223	\$ -	\$ -	\$ -
PCSMP - Outlot Purchase	5.44	AC	\$ 206,271	\$ 41,390	\$ 247,660	\$ 247,660			
PAVING									
Interior	36,949	SY	\$ 2,653,571	\$ 1,100,267	\$ 3,753,837	\$ 1,043,733	\$ 2,710,105	\$ -	\$ -
Exterior	13,300	SY	\$ 1,303,787	\$ 233,998	\$ 1,537,785	\$ 1,537,785	\$ -	\$ -	\$ -
Traffic Signal			\$ 110,000	\$ 17,198	\$ 127,198	\$ 127,198	\$ -	\$ -	\$ -
Arterial Street Improvement Fee			\$ 1,047,296	\$ -	\$ 1,047,296	\$ -	\$ -	\$ -	\$ 1,047,296
WATER									
Interior	11,900	LF	\$ 1,536,480	\$ 637,080	\$ 2,173,560	\$ -	\$ 2,173,560	\$ -	\$ -
Exterior	2,700	LF	\$ 415,800	\$ 102,563	\$ 518,363	\$ 259,182	\$ -	\$ 259,182	\$ -
132nd Street	1,350	LF	\$ 105,600	\$ 17,732	\$ 123,332	\$ 123,332	\$ -	\$ -	\$ -
Capital Facilities Fee			\$ 679,340	\$ 110,146	\$ 789,486	\$ 396,987	\$ -	\$ -	\$ 392,499
SIDEWALKS/TRAILS/PARKS									
Interior	40,990	SF	\$ 844,492	\$ 350,157	\$ 1,194,649	\$ 1,194,649	\$ -	\$ -	\$ -
Park Space Fee			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POWER									
Interior	12,130	LF	\$ 869,044	\$ 360,337	\$ 1,229,381	\$ -	\$ 1,229,381	\$ -	\$ -
Gas Main			\$ 63,800	\$ 9,975	\$ 73,775	\$ -	\$ 73,775	\$ -	\$ -
REVIEW FEES			\$ 107,104	\$ 16,746	\$ 123,849	\$ 123,849	\$ -	\$ -	\$ -
TOTAL			\$ 19,299,344	\$ 5,582,005	\$ 24,881,349	\$ 8,409,095	\$ 9,280,875	\$ 1,901,079	\$ 5,290,300
PROJECTED VALUATION									
			Unit Valuation		Valuation				
Single Family Residential	102	Units	\$ 400,000		\$ 40,800,000				250
Bungalow Residential	41	Units	\$ 375,000		\$ 15,375,000				250
Cottage Residential	31	Units	\$ 350,000		\$ 10,850,000				250
Townhome Residential	160	Units	\$ 300,000		\$ 48,000,000				250
Multi-Family (17.8 AC)	340	Units	\$ 175,000		\$ 59,500,000				500
			Total - 100%		\$ 174,525,000				
			Total - 95%		\$ 165,798,750				
			Debt Ratio at 95% Valuation		6.22%				
			Debt Ratio after Reimbursement		5.07%				

SID 390 - Village on Main

Phase 1A

Source and Use of Funds

Springfield, NE



PROPOSED IMPROVEMENT	QUANTITY	UNIT	CONSTRUCTION COST	SOFT COST	TOTAL COST	GENERAL OBLIGATION	SPECIAL ASSESSMENT	REIMBURSABLE	PRIVATE
GRADING	668,250	CY	\$ 2,089,750	\$ 229,872	\$ 2,319,622	\$ -	\$ -	\$ -	\$ 2,319,622
SANITARY SEWER									
Interior	4,366	LF	\$ 785,538	\$ 325,712	\$ 1,111,250	\$ -	\$ 1,068,244	\$ 43,005	\$ -
Exterior	3,140	LF	\$ 1,695,375	\$ 702,964	\$ 2,398,339	\$ 799,446	\$ -	\$ 1,598,893	\$ -
Capital Facilities Fee			\$ 279,483	\$ 43,697	\$ 323,180	\$ 161,590	\$ -	\$ -	\$ 161,590
STORM SEWER									
Interior	2,563	LF	\$ 609,400	\$ 252,679	\$ 862,079	\$ 862,079	\$ -	\$ -	\$ -
Watershed Fee			\$ 88,862	\$ -	\$ 88,862	\$ -	\$ -	\$ -	\$ 88,862
PCSMP			\$ 144,364	\$ 59,859	\$ 204,223	\$ 204,223	\$ -	\$ -	\$ -
PCSMP - Outlot Purchase	5.44	AC	\$ 206,271	\$ 41,390	\$ 247,660	\$ 247,660	\$ -	\$ -	\$ -
PAVING									
Interior	13,589	SY	\$ 1,040,069	\$ 431,250	\$ 1,471,319	\$ 636,645	\$ 834,673	\$ -	\$ -
Exterior	4,400	SY	\$ 546,612	\$ 98,104	\$ 644,716	\$ 644,716	\$ -	\$ -	\$ -
Traffic Signal			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arterial Street Improvement Fee			\$ 209,550	\$ -	\$ 209,550	\$ -	\$ -	\$ -	\$ 209,550
WATER									
Interior	4,250	LF	\$ 568,480	\$ 235,712	\$ 804,192		\$ 804,192	\$ -	\$ -
Exterior	750	LF	\$ 118,800	\$ 49,259	\$ 168,059	\$ 84,029	\$ -	\$ 84,029	\$ -
132nd Street	1,350	LF	\$ 105,600	\$ 17,732	\$ 123,332	\$ 123,332	\$ -	\$ -	\$ -
Capital Facilities Fee			\$ 75,175	\$ 11,754	\$ 86,929	\$ 45,298	\$ -	\$ -	\$ 41,630
SIDEWALKS/TRAILS/PARKS									
Interior	20,040	SF	\$ 175,472	\$ 72,757	\$ 248,229	\$ 248,229	\$ -	\$ -	\$ -
Park Space Fee			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POWER									
Interior	4,390	LF	\$ 343,552	\$ 142,449	\$ 486,001	\$ -	\$ 486,001	\$ -	\$ -
Gas Main			\$ 63,800	\$ 9,975	\$ 73,775	\$ -	\$ 73,775	\$ -	\$ -
REVIEW FEES			\$ 49,931	\$ 7,807	\$ 57,738	\$ 57,738	\$ -	\$ -	\$ -
TOTAL			\$ 9,196,084	\$ 2,732,972	\$ 11,929,056	\$ 4,114,987	\$ 3,266,887	\$ 1,725,927	\$ 2,821,255

PROJECTED VALUATION

		Unit Valuation	Valuation
Single Family Residential	27 Units	\$ 400,000	\$ 10,800,000
Bungalow Residential	10 Units	\$ 375,000	\$ 3,750,000
Cottage Residential	7 Units	\$ 350,000	\$ 2,450,000
Townhome Residential	28 Units	\$ 300,000	\$ 8,400,000
Multi-Family	0 Units	\$ 175,000	\$ -
Total - 100%			\$ 25,400,000
Total - 95%			\$ 24,130,000
Debt Ratio at 95% Valuation			24.21%
Debt Ratio after Reimbursement			17.05%

Cost of Infrastructure Fronting Phase 1B	\$ 601,999.75
Adjusted Phase 1A Special Assessment	\$ 2,664,886.85

SID 390 - Village on Main

Phase 1B

Source and Use of Funds

Springfield, NE



PROPOSED IMPROVEMENT	QUANTITY	UNIT	CONSTRUCTION COST	SOFT COST	TOTAL COST	GENERAL OBLIGATION	SPECIAL ASSESSMENT	REIMBURSABLE	PRIVATE
GRADING	0	CY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SANITARY SEWER									
Interior	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exterior	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Facilities Fee			\$ 630,536	\$ 105,875	\$ 736,411	\$ 368,206	\$ -	\$ -	\$ 368,206
STORM SEWER									
Interior	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Watershed Fee			\$ 97,140	\$ -	\$ 97,140	\$ -	\$ -	\$ -	\$ 97,140
PCSMP			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAVING									
Interior	0	SY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exterior	3,800	SY	\$ 349,928	\$ 62,804	\$ 412,731	\$ 412,731	\$ -	\$ -	\$ -
Traffic Signal			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arterial Street Improvement Fee			\$ 98,340	\$ -	\$ 98,340	\$ -	\$ -	\$ -	\$ 98,340
WATER									
Interior	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exterior	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
132nd Street	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Facilities Fee			\$ 340,000	\$ 57,090	\$ 397,090	\$ 198,545	\$ -	\$ -	\$ 198,545
SIDEWALKS/TRAILS/PARKS									
Interior	0	SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Space Fee			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POWER									
Interior	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gas Main			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REVIEW FEES			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL			\$ 1,515,944	\$ 225,769	\$ 1,741,713	\$ 979,482	\$ -	\$ -	\$ 762,231

PROJECTED VALUATION

		Unit Valuation	Valuation
Single Family Residential	0 Units	\$ 400,000	\$ -
Bungalow Residential	0 Units	\$ 375,000	\$ -
Cottage Residential	0 Units	\$ 350,000	\$ -
Townhome Residential	0 Units	\$ 300,000	\$ -
Multi-Family (17.88 AC @ 19 units/acre)	340 Units	\$ 175,000	\$ 59,500,000
		Total - 100%	\$ 59,500,000
		Total - 95%	\$ 56,525,000
		Debt Ratio at 95% Valuation	1.73%
		Total Debt Ratio of Project	1.83%

Cost of Infrastructure Fronting Phase 1B	\$ 601,999.75
Adjusted Phase 1B Special Assessment	\$ 601,999.75

SID 390 - Village on Main

Phase 2

Source and Use of Funds

Springfield, NE



PROPOSED IMPROVEMENT	QUANTITY	UNIT	CONSTRUCTION COST	SOFT COST	TOTAL COST	GENERAL OBLIGATION	SPECIAL ASSESSMENT	REIMBURSABLE	PRIVATE
GRADING	0	CY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SANITARY SEWER									
Interior	3,040	LF	\$ 661,045	\$ 274,093	\$ 935,138	\$ -	\$ 935,138	\$ -	\$ -
Exterior	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Facilities Fee			\$ 379,924	\$ 59,401	\$ 439,324	\$ 219,662	\$ -	\$ -	\$ 219,662
STORM SEWER									
Interior	1,860	LF	\$ 284,625	\$ 118,016	\$ 402,641	\$ 402,641	\$ -	\$ -	\$ -
Watershed Fee			\$ 141,933	\$ -	\$ 141,933	\$ -	\$ -	\$ -	\$ 141,933
PCSMP			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAVING									
Interior	11,600	SY	\$ 837,760	\$ 347,366	\$ 1,185,126	\$ 196,691	\$ 988,435	\$ -	\$ -
Exterior	2,870	SY	\$ 250,335	\$ 44,929	\$ 295,264	\$ 295,264	\$ -	\$ -	\$ -
Traffic Signal			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arterial Street Improvement Fee			\$ 331,856	\$ -	\$ 331,856	\$ -	\$ -	\$ -	\$ 331,856
WATER									
Interior	3,750	LF	\$ 484,495	\$ 200,889	\$ 685,384	\$ -	\$ 685,384	\$ -	\$ -
Exterior	1,300	LF	\$ 198,000	\$ 35,536	\$ 233,536	\$ 116,768	\$ -	\$ 116,768	\$ -
132nd Street	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Facilities Fee			\$ 116,465	\$ 18,209	\$ 134,674	\$ 67,337	\$ -	\$ -	\$ 67,337
SIDEWALKS/TRAILS/PARKS									
Interior	13,350	SF	\$ 570,460	\$ 236,533	\$ 806,993	\$ 806,993	\$ -	\$ -	\$ -
Park Space Fee			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POWER									
Interior	3,790	LF	\$ 265,210	\$ 109,966	\$ 375,176	\$ -	\$ 375,176	\$ -	\$ -
Gas Main			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REVIEW FEES			\$ 32,867	\$ 5,139	\$ 38,006	\$ 38,006	\$ -	\$ -	\$ -
TOTAL			\$ 4,554,975	\$ 1,450,077	\$ 6,005,052	\$ 2,143,363	\$ 2,984,133	\$ 116,768	\$ 760,788
PROJECTED VALUATION									
			Unit Valuation		Valuation				
Single Family Residential	43	Units	\$ 400,000		\$ 17,200,000				
Bungalow Residential	11	Units	\$ 375,000		\$ 4,125,000				
Cottage Residential	12	Units	\$ 350,000		\$ 4,200,000				
Townhome Residential	49	Units	\$ 300,000		\$ 14,700,000				
Multi-Family	0	Units	\$ 175,000		\$ -				
			Total - 100%		\$ 40,225,000				
			Total - 95%		\$ 38,213,750				
			Debt Ratio at 95% Valuation		5.91%				
			Total Debt Ratio of Project		6.09%				

SID 390 - Village on Main

Phase 3

Source and Use of Funds

Springfield, NE



PROPOSED IMPROVEMENT	QUANTITY	UNIT	CONSTRUCTION COST	SOFT COST	TOTAL COST	GENERAL OBLIGATION	SPECIAL ASSESSMENT	REIMBURSABLE	PRIVATE
GRADING	0	CY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SANITARY SEWER									
Interior	3,230	LF	\$ 770,990	\$ 319,680	\$ 1,090,670	\$ -	\$ 1,090,670	\$ -	\$ -
Exterior	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Facilities Fee			\$ 470,553	\$ 73,570	\$ 544,123	\$ 272,061	\$ -	\$ -	\$ 272,061
STORM SEWER									
Interior	470	LF	\$ 45,815	\$ 18,997	\$ 64,812	\$ 64,812	\$ -	\$ -	\$ -
Watershed Fee			\$ 181,427	\$ -	\$ 181,427	\$ -	\$ -	\$ -	\$ 181,427
PCSMP			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAVING									
Interior	11,760	SY	\$ 775,742	\$ 321,651	\$ 1,097,393	\$ 210,396	\$ 886,997	\$ -	\$ -
Exterior	2,230	SY	\$ 156,912	\$ 28,162	\$ 185,074	\$ 185,074	\$ -	\$ -	\$ -
Traffic Signal			\$ 110,000	\$ 17,198	\$ 127,198	\$ 127,198	\$ -	\$ -	\$ -
Arterial Street Improvement Fee			\$ 407,550	\$ -	\$ 407,550	\$ -	\$ -	\$ -	\$ 407,550
WATER									
Interior	3,900	LF	\$ 483,505	\$ 200,479	\$ 683,984	\$ -	\$ 683,984	\$ -	\$ -
Exterior	650	LF	\$ 99,000	\$ 17,768	\$ 116,768	\$ 58,384	\$ -	\$ 58,384	\$ -
132nd Street	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Facilities Fee			\$ 147,700	\$ 23,093	\$ 170,793	\$ 85,806	\$ -	\$ -	\$ 84,986
SIDEWALKS/TRAILS/PARKS									
Interior	7,600	SF	\$ 98,560	\$ 40,867	\$ 139,427	\$ 139,427	\$ -	\$ -	\$ -
Park Space Fee			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POWER									
Interior	3,950	LF	\$ 260,282	\$ 107,922	\$ 368,204	\$ -	\$ 368,204	\$ -	\$ -
Gas Main			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REVIEW FEES			\$ 24,305	\$ 3,800	\$ 28,105	\$ 28,105	\$ -	\$ -	\$ -
TOTAL			\$ 4,032,341	\$ 1,173,187	\$ 5,205,528	\$ 1,171,263	\$ 3,029,855	\$ 58,384	\$ 946,025
PROJECTED VALUATION									
			Unit Valuation		Valuation				
Single Family Residential	32	Units	\$ 400,000		\$ 12,800,000				
Bungalow Residential	20	Units	\$ 375,000		\$ 7,500,000				
Cottage Residential	12	Units	\$ 350,000		\$ 4,200,000				
Townhome Residential	83	Units	\$ 300,000		\$ 24,900,000				
Multi-Family	0	Units	\$ 175,000		\$ -				
			Total - 100%		\$ 49,400,000				
			Total - 95%		\$ 46,930,000				
			Debt Ratio at 95% Valuation		2.62%				
			Total Debt Ratio of Project		5.07%				

**RESOLUTION
2026-39**

Village on Main Final Plat

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, NEBRASKA APPROVING THE FINAL PLAT (LOTS 1-72 AND OUTLOTS A-F, VILLAGE ON MAIN, PHASE 1 OF A 3 PHASE DEVELOPMENT) OF A SUBDIVISION LOCATED ON THE WESTERN PART OF PROPERTY LEGALLY DESCRIBED AS THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, CONSISTING OF APPROXIMATELY 41.33 ACRES, MORE OR LESS.

WHEREAS, M2S LLC, applicant/subdivider, and Village on Main, LLC, owner, of the above-described property have made application for approval of a final plat for proposed Lots 1-72 and Outlots A-F, Village on Main; and

WHEREAS, the city planner, city engineer, city attorney, city administrator and other agencies have reviewed such application; and

WHEREAS, the Springfield Planning Commission held a public hearing on April 14, 2026, regarding the application and has made a recommendation of approval to the City Council of the final plat for Village on Main, subject to the resolution of items specified in the City Planner's staff report as it meets the general requirements of the zoning ordinance and subdivision regulations; and

WHEREAS, the City Council of the City of Springfield held a public hearing regarding such application on October 6, 2026, and is agreeable to the approval of the final plat for Village on Main, contingent upon (1) the change of zoning classification from Agriculture Residential to Mixed Use-Planned Unit Development on said property, (2) final approval of a Subdivision Agreement for said development, and (3) completion of the conditions identified in the Subdivision Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Springfield hereby approves the final plat of Lots 1-72 and Outlot A-F, Village on Main, contingent upon (1) the change of zoning classification from Agriculture Residential to Mixed Use-Planned Unit Development on said property, (2) final approval of a Subdivision Agreement for said development, and (3) completion of the conditions identified in the Subdivision Agreement.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER 2026.

City Council Member _____ moved the adoption of said resolution.

City Council Member _____ seconded the motion.

Record of Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Resolution adopted, signed and billed as adopted.

Approved:

Mayor

SEAL

Attest:

City Clerk

**RESOLUTION
2026-40**

Village on Main Subdivision Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, NEBRASKA APPROVING THE SUBDIVISION AGREEMENT FOR LOTS 1-72 AND OUTLOTS A-F, VILLAGE ON MAIN, PHASE 1 OF A 3 PHASE DEVELOPMENT, OF A SUBDIVISION LOCATED ON THE WESTERN PART OF PROPERTY LEGALLY DESCRIBED AS THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, CONSISTING OF APPROXIMATELY 41.33 ACRES, MORE OR LESS.

WHEREAS, M2S LLC, applicant/subdivider, Sanitary and Improvement District No. 390, and the Village on Main Homeowners Association Inc., wish to enter into a Subdivision Agreement with the City of Springfield, Nebraska for Lots 1-72 and Outlots A-F, Village on Main; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Springfield hereby approves the Subdivision Agreement for Lots 1-72 and Outlot A-F, Village on Main, contingent upon (1) the change of zoning classification from Agriculture Residential to Mixed Use-Planned Unit Development on said property, (2) final approval of a Final Plat for said development, and (3) completion of the conditions identified in the Subdivision Agreement.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER 2026.

City Council Member _____ moved the adoption of said resolution.

City Council Member _____ seconded the motion.

Record of Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Resolution adopted, signed and billed as adopted.

Approved:

Mayor

SEAL

Attest:

City Clerk



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Regular Agenda Item 7	Tabled September 15, 2026. Consider options to block vehicular access to a portion of Springfield Creek Trails & Recreation Area south of Platteview Road, east of the trailhead and Springfield Creek	Kathleen Gottsch City Administrator

Synopsis

September 1, 2026, Staff Report:

Per City Council direction, staff obtained pricing options for installing barriers at the park entrance located south of Platteview Road, west of Black Sheep Coffee, and east of Springfield Creek. The purpose of the barriers is to prevent unauthorized vehicle access across city-owned property. Adjacent property owners have been utilizing this area to access the rear of their properties with vehicles, equipment, dirt bikes, and other motorized equipment, resulting in damage to the park property. Evidence of this activity is visible through vehicle tracks and disturbances that can be observed on aerial imagery, particularly near the southern portion of the property.

As a reminder, the city acquired this property from the Sarpy County and Cities Wastewater Agency (SCCWWA) several years ago as part of the city's wastewater connection agreement. The property is identified as a future recreational asset in the recently adopted Springfield Creek Trails & Recreation Area Master Plan.

City maintenance staff researched several options for restricting vehicle access to the property. **Option 1** consists of 2,200-pound concrete blocks measuring approximately 4 feet long, 2 feet wide, and 2 feet tall with a smooth face. These blocks are available through Travis Moore Construction at a cost of \$60 each and can be delivered at no charge during the contractor's next concrete street pour within the city. **Option 2** consists of the same size and weight concrete blocks but with a decorative face that is more aesthetically appealing. These blocks are available from Travis Moore Construction for \$75 each; however, only seven of this type of block are currently available. **Option 3** consists of approximately 1,500-pound precast concrete jersey barriers measuring approximately 4 feet long, 18 inches wide at the base, and 4 feet tall. The barriers include forklift pockets for handling and are available from Bendigo Precast Concrete for \$350 per barrier plus delivery costs. **Option 4** consists of repurposed OPPD utility poles. Under this option, city staff would be responsible for transporting the poles, cutting them to the desired length, excavating holes, and installing the poles with rock or concrete backfill.

Staff recommends utilizing the concrete blocks available through Travis Moore Construction. This option provides the most cost-effective solution while also offering sufficient weight to deter unauthorized vehicle access. If available, staff believes the decorative-face blocks would provide an improved appearance while achieving the same purpose.

The existing driveway opening is approximately 35 feet wide. Staff would position the concrete blocks to leave only minimal spacing between them, preventing vehicles and equipment from accessing the property while still allowing for maintenance and mowing operations. City maintenance crews would continue to access the park area from the south through the former well house property when needed.

September 15, 2026, Staff Report:

Council discussed obtaining quotes for the installation of a split rail wood fence along the eastern and northern portions of the park property as opposed to concrete barriers or wooden utility poles.

October 6, 2026, Staff Report:

Tyler Holdorf, Parks Director, is preparing cost estimates for the construction of wood guardrails/split rail fencing along the perimeter of the park property. Cost estimates will be provided for installation of various types of fencing by the city maintenance department as well as for installation by a fence company. Cost estimates will be provided as soon as they are available.

Recommendation

Council consideration.

Attachments

Aerial map of property



Sarpy County GIS

Notes



0 150 300
ft

Map Scale 1: 1593

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

