



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

Tuesday, April 15, 2025

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, April 15, 2025, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

CONSENT AGENDA

1. City Codes Director Report

CURRENT YEAR: March 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	5	\$ 8,602.45	\$ 1,472,726.51
REMODEL/ADDIT.	10	\$ 645.55	\$ 69,625.00
ACCESSORY	6	\$ 126.44	\$ 20,307.19
RELOCATE	8	\$ 350.00	\$ 66,696.35
ELECTRIC			
PLUMBING	7	\$ 555.00	
MECHANICAL	2	\$ 100.00	
SEWER TAP	5	\$ 1,250.00	
TEMP. WATER	5	\$ 600.00	
WATER TAP	5	\$ 4,190.00	
TEMP. ELEC.	5	\$ 250.00	
ELECTRIC SER.	5	\$ 1,000.00	
TOTALS	63	\$ 17,669.44	\$ 1,629,355.05

YEAR TO DATE January to December 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	10	\$ 20,891.86	\$ 3,569,178.69
REMODEL/ADDIT.	26	\$ 2,454.90	\$ 501,326.80
ACCESSORY	13	\$ 958.44	\$ 242,764.00
RELOCATE	12	\$ 400.00	\$ 87,476.40
ELECTRIC		\$ -	\$ -
PLUMBING	24	\$ 2,100.00	\$ -
MECHANICAL	13	\$ 875.00	\$ -
SEWER TAP	10	\$ 2,300.00	\$ -
TEMP. WATER	10	\$ 1,200.00	\$ -
WATER TAP	10	\$ 8,380.00	\$ -
TEMP. ELEC.	10	\$ 500.00	\$ -
ELECTRIC SER.	10	\$ 2,000.00	\$ -
TOTALS	148	\$ 42,060.20	\$ 4,400,745.89

LAST YEAR: March 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,489.18	\$ 398,857.02
REMODEL/ADDIT.	19	\$ 6,001.90	\$ 2,675,904.58
ACCESSORY	16	\$ 634.86	\$ 32,173.71
RELOCATE	6	\$ 300.00	\$ 36,601.73
ELECTRIC		\$ -	\$ -
PLUMBING	18	\$ 1,175.00	\$ -
MECHANICAL	5	\$ 300.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
TEMP. WATER	1	\$ 120.00	\$ -
WATER TAP	1	\$ 838.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	71	\$ 12,558.94	\$ 3,143,537.04

YEAR TO DATE January to December 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	5	\$ 8,889.43	\$ 1,741,510.58
REMODEL/ADDIT.	35	\$ 8,668.90	\$ 3,388,578.22
ACCESSORY	30	\$ 1,057.72	\$ 78,265.71
RELOCATE	15	\$ 2,902.00	\$ 1,467,018.29
ELECTRIC		\$ -	\$ -
PLUMBING	34	\$ 2,555.00	\$ -
MECHANICAL	20	\$ 1,800.00	\$ -
SEWER TAP	3	\$ 750.00	\$ -
TEMP. WATER	3	\$ 360.00	\$ -
WATER TAP	3	\$ 2,514.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	150	\$ 29,747.05	\$ 6,675,372.80

OPEN Property Maintenance Code Violation Report

					4/9/2025
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2025					
107 South St	Protective treatment, decayed siding, soffits and facsias, windows boarded up, decayed roof	4/10/2025	Jane Kroeger	Phone	Jane called and spooke with Tim, Building/Zoning Director. She is negotiating with two parties on the sale of the property and will contact the building department Thursday 4-10 with information on sale and clean-up of the property.
416 N 1st	Trash/Junk	4/10/2025	Sandy Nuttleman	In Person	Sandy Nuttleman repurchased the property and was served notice of clean up and property maintance items in violation by CSO Arena.
		3/11/2025	Robert Schwamlein		CSO Arena made contact with Crystalynn on 3-10-2025 and gave a two day notice.
429 S Columbia	Trash	2/5/2025	Christopher Yates	Certified Mail Posted on Property	CSO Arena posted the letter to the property on February 27, 2025. A certified letter was also mailed on that same day. No response or attempt to clean up. March 6, 2025 the Seward Street Deperament removed all trash. An invoice is mailed out 3-11-2025.
937 Elm St	Vegetation/Trash	2/7/2025	Alan Bergantzel	In Person	CSO Shannon Arena made contact with the owner. He plans on taking all the trees and vegetation to the burn site on the next available Saturday.
832 Seward St	Trash	2/7/2025	Mark Masek	In Person	CSO Shannon Area made contact with the tenant. Trash is scheduled to be picked up on Friday, 2-7-2025. CSO Arena verified it was picked up, but there's more. Will verify it's picked up after 2-14-2025

2. City Treasurer Report

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 10 of 42

As Of 3/31/2025

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
							Original Face	Par	Book Value
COMM: COMMERCE BANK	082152CN7	AFS BENNET VLG -REF NE 26 02/15/26		0.75		185,000.00 100.00%	185,000.00	185,000.00	179,274.25
COMM: COMMERCE BANK	148006EZ8	AFS CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	192,318.00
COMM: COMMERCE BANK	25932KCL7	AFS DOUGLAS SID #404-REF NE 27 08/15/27		1.75		225,000.00 100.00%	225,000.00	225,000.00	219,161.25
COMM: COMMERCE BANK	869325CL2	AFS SUTHERLAND -REF NE 28 06/15/28		0.95		140,000.00 100.00%	140,000.00	140,000.00	125,396.60
COMM: COMMERCE BANK	25932KCM5	AFS DOUGLAS SID #404-REF NE 28 08/15/28		1.85		230,000.00 100.00%	230,000.00	230,000.00	221,177.20
COMM: COMMERCE BANK	25933AFG6	AFS DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	171,062.50
COMM: COMMERCE BANK	123540GD2	AFS BUTLER CO SD - 0056 NE 28 12/15/28		1.35		150,000.00 100.00%	150,000.00	150,000.00	133,312.50
COMM: COMMERCE BANK	80373YCT1	AFS SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	146,475.00
COMM: COMMERCE BANK	920340BQ8	AFS VALPARAISO RURAL FIRE NE 3C 07/15/30		2.10		75,000.00 100.00%	75,000.00	75,000.00	65,480.25
COMM: COMMERCE BANK	486890X92	AFS KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	137,164.50
COMM: COMMERCE BANK	0792124W3	AFS BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	230,805.00
COMM: COMMERCE BANK	751265RA9	AFS RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,072.00
COMM: COMMERCE BANK	25932WDR7	AFS DOUGLAS CO #517 NE 32 08/15/32		2.70		235,000.00 100.00%	235,000.00	235,000.00	216,799.25

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

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 3/31/2025

Page 11 of 42

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	661615UB8	AFS N PLATTE-REF NE 32 12/15/32		3.00	A+	200,000.00 100.00%	200,000.00	200,000.00	195,926.00
COMM: COMMERCE BANK	80378TEW8	AFS SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	236,972.50
COMM: COMMERCE BANK	698864HR9	AFS PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	161,147.00
COMM: COMMERCE BANK	818468BN9	AFS SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	361,140.00
COMM: COMMERCE BANK	943776KA1	AFS WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	282,917.55
COMM: COMMERCE BANK	840372SX5	AFS SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	176,224.00
COMM: COMMERCE BANK	25292PDW6	AFS DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	158,364.00
COMM: COMMERCE BANK	80378EDN2	AFS SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	241,137.00
COMM: COMMERCE BANK	98676TCF8	AFS YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	198,976.65	140,630.00
COMM: COMMERCE BANK	23087RHC5	AFS CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	198,135.00
COMM: COMMERCE BANK	68905WFK3	AFS OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	159,302.00
COMM: COMMERCE BANK	80378DT4	AFS SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,820.75	154,666.00
COMM: COMMERCE BANK	25938WBX0	AFS DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	280,368.00

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

3/31/2025 8:57 AM - BLA / JNBT

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 3/31/2025

Page 12 of 42

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	188,901.35
COMM: COMMERCE BANK	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	147,046.00
COMM: COMMERCE BANK	25933VBY5	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	150,872.70
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,160.00
COMM: COMMERCE BANK	80373RDR9	AFS	SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	163,368.30
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	214,202.70
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,045.75	145,764.00
COMM: COMMERCE BANK	80379KDH0	AFS	SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	201,850.60
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	186,350.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	167,715.00
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	184,093.75
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	158,557.50
COMM: COMMERCE BANK	80373XBC1	AFS	SARPY CO SAN & IMP NT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	141,340.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
3/31/2025 8:57 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 13 of 42

As Of 3/31/2025

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged	
								Original Face	Market Value
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	172,702.40
COMM: COMMERCE BANK	25931BE11	AFS	DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	137,469.80
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	164,766.00
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	118,132.50
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMP T NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	167,576.20
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 4C 12/15/40		4.00		240,000.00 100.00%	240,000.00	195,532.80
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	155,020.80
COMM: COMMERCE BANK	25936EDY8	AFS	DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	184,749.95
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	125,394.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	137,114.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	172,155.60
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	138,158.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMP T NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	134,286.00

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

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 3/31/2025

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
								Original Face	Par		Book Value
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	160,831.65
COMM: COMMERCE BANK	25939HCJ7	AFS	DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	131,732.00
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	200,000.00	194,547.28	140,038.00
COMM: COMMERCE BANK	259327W42	AFS	DOUGLAS CO SD #17 NE 41 12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	255,700.52	255,700.52	247,937.50
COMM: COMMERCE BANK	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	195,542.50
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	275,000.00	185,622.25
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	171,100.00
COMM: COMMERCE BANK	80376KBN2	AFS	SARPY CO SID #334 NE 42 05/15/42		3.70		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	177,138.50
COMM: COMMERCE BANK	25932XE6	AFS	DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	229,005.00
COMM: COMMERCE BANK	25929MEM4	AFS	DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	181,202.50
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	306,346.15	306,346.15	284,358.00
COMM: COMMERCE BANK	80387HCA3	AFS	SARPY CO SID #304 NE 43 05/15/43		5.00		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	179,846.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	SD0439	3.50		1,000,000.00 100.00%	1,000,000.00	520,921.98	567,956.32	471,903.22

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

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 15 of 42

As Of 3/31/2025

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
								Original Face	Par	Book Value

65 Securities Pledged To: 1010 - CITY TREASURER

14,910,000.00 14,430,921.98 14,484,393.42 12,144,964.42

CASH IN BANK \$7,899,058.26

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
3/31/2025 8:57 AM - BLA / JNBT

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

**Pledged Securities Detail
March 31, 2025**

H231
Page 1 of 79

Report Sequence: sgrp, CUSIP, Ticket

SGrp S Typ Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket/P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
									Book Value	Par Value		
PLEDGEE: CITY OF SEWARD (02)												
CMO	3137AWUJ78 FHR 4145 AC		1.250	185157011-1		12/15/2027	1,500,000.00	1,500,000.00	9,754.29	9,754.29	9,619.57	9,619.57
D02/02						AFS	9,754.29	100.00%	9,746.39	9,746.39	10.16	9,629.73
CMO	3137B0NV2 FHR 4176 EC		1.500	185157163-1		9/15/2025	2,000,000.00	2,000,000.00	5,670.36	5,670.36	5,622.08	5,622.08
D02/02						AFS	5,670.36	100.00%	5,668.58	5,668.58	7.09	5,629.17
GNMA	36176W2B6 GNMA POOL 778670		4.000	185168920-1		12/15/2026	560,000.00	560,000.00	5,874.36	5,874.36	5,747.43	5,747.43
D02/02						AFS	5,874.36	100.00%	5,935.69	5,935.69	19.58	5,767.01
GNMA	3620ARB59 GNMA POOL 737260		3.500	185171588-1		5/15/2025	1,000,000.00	1,000,000.00	719.76	719.76	711.71	711.71
D02/02						AFS	719.76	100.00%	720.14	720.14	2.10	713.81
MBS	3128MDW74 FHLMC POOL G14970		3.500	177039340-1		12/1/2028	1,450,000.00	1,450,000.00	98,291.59	98,291.59	96,931.37	96,931.37
D02/02						AFS	98,291.59	100.00%	101,127.95	101,127.95	286.68	97,218.05
MBS	3128Q0GL5 FHLMC POOL J19203		4.000	185147609-1		5/1/2027	425,000.00	425,000.00	7,277.56	7,277.56	7,214.48	7,214.48
D02/02						AFS	7,277.56	100.00%	7,385.11	7,385.11	24.26	7,238.74
MBS	31329KRS5 FHLMC POOL ZA2297		3.000	177051131-1		4/1/2033	1,000,000.00	1,000,000.00	141,538.87	141,538.87	136,085.56	136,085.56
D02/02						AFS	141,538.87	100.00%	136,092.50	136,092.50	353.85	136,439.41
MBS	3132ABS34 FHLMC POOL ZS7738		2.500	177051143-1		1/1/2031	860,000.00	860,000.00	132,499.60	132,499.60	125,789.21	125,789.21
D02/02						AFS	132,499.60	100.00%	127,785.79	127,785.79	276.04	126,065.25
MBS	31375HAP9 FNMA ARM POOL 334914		6.575	185156211-1		2/1/2026	1,000,000.00	1,000,000.00	48.90	48.90	49.08	49.08
D02/02						AFS	48.90	100.00%	48.93	48.93	0.27	49.35
MBS	3138AMK38 FNMA POOL AI7513		4.500	185159473-1		7/1/2026	500,000.00	500,000.00	7,385.10	7,385.10	7,373.84	7,373.84
D02/02						AFS	7,385.10	100.00%	7,445.58	7,445.58	27.69	7,401.53

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



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

Pledged Securities Detail
March 31, 2025

H231
 Page 2 of 79

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
									Book Value	Par Value	Carrying Value	Market Value Collateral Value
MBS	3138EJLQ9 FNMA POOL AL2134		4.000	185159924-1		7/1/2027 7/1/2012	443,000.00	443,000.00	8,829.17	8,829.17	8,763.09	8,763.09
D02/02						AFS	8,829.17	100.00%	8,949.47		29.43	8,792.52
MBS	3138EKR9 FNMA POOL AL3191		3.500	185160071-1		2/1/2028 2/1/2013	500,000.00	500,000.00	12,341.31	12,341.31	11,898.50	11,898.50
D02/02						AFS	12,341.31	100.00%	12,527.81		36.00	11,994.50
MBS	3138EKX75 FNMA POOL AL3401		5.500	177039339-1		2/1/2034 3/1/2013	2,000,000.00	2,000,000.00	189,283.14	189,283.14	192,989.06	192,989.06
D02/02						AFS	189,283.14	100.00%	206,671.64		867.55	193,856.61
MBS	3138EKXJ9 FNMA POOL AL3380		5.500	177039338-1		1/1/2034 3/1/2013	2,000,000.00	2,000,000.00	150,077.94	150,077.94	153,013.00	153,013.00
D02/02						AFS	150,077.94	100.00%	163,211.29		687.86	153,700.86
MBS	3138ELYF4 FNMA POOL AL4309		4.000	185160221-1		10/1/2028 10/1/2013	1,000,000.00	1,000,000.00	24,620.45	24,620.45	24,487.81	24,487.81
D02/02						AFS	24,620.45	100.00%	25,081.42		82.07	24,569.88
MBS	3138EMCY5 FNMA POOL AL4586		4.000	185160242-1		2/1/2027 12/1/2013	575,000.00	575,000.00	4,237.65	4,237.65	4,211.53	4,211.53
D02/02						AFS	4,237.65	100.00%	4,291.04		14.13	4,225.66
MBS	3138EMPD7 FNMA POOL AL4919		3.500	184006560-1		3/1/2029 2/1/2014	2,000,000.00	631,641.94	43,150.21	43,150.21	42,273.22	42,273.22
D02/02						AFS	136,628.72	31.58%	44,424.55		125.85	42,399.08
MBS	3138EQ5H1 FNMA POOL AL8047		3.500	176002956-1		11/1/2030 1/1/2016	1,050,000.00	1,050,000.00	137,268.31	137,268.31	131,585.63	131,585.63
D02/02						AFS	137,268.31	100.00%	142,936.22		400.37	131,986.00
MBS	3138WDLU82 FNMA POOL AS4206		3.000	178000698-1		1/1/2030 12/1/2014	1,160,000.00	1,160,000.00	85,036.25	85,036.25	83,134.90	83,134.90
D02/02						AFS	85,036.25	100.00%	87,470.84		212.59	83,347.49
MBS	3140FEGJ3 FNMA POOL BD3800		2.000	177051139-1		7/1/2031 7/1/2016	1,375,000.00	1,375,000.00	231,636.64	231,636.64	220,067.27	220,067.27
D02/02						AFS	231,636.64	100.00%	222,159.09		386.06	220,453.33
MBS	3140J5EA3 FNMA POOL BM1028		2.500	177039342-1		12/1/2029 3/1/2017	1,750,000.00	1,750,000.00	159,029.20	159,029.20	146,558.13	146,558.13
D02/02						AFS	159,029.20	100.00%	161,593.15		331.31	146,889.44

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

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

Pledged Securities Detail
March 31, 2025

H231
 Page 3 of 79

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Interest Rec	Market Value Collateral Value
										Par Value	Book Value			
MBS	3140J5EA3 FNMA POOL BM1028		2.500		185164038-1		12/1/2029	300,000.00	300,000.00	27,262.15	27,262.15	25,124.25	25,124.25	25,181.05
D02/02							3/1/2017	27,262.15	100.00%			56.80		
MBS	3140X9LK9 FNMA POOL FM5729		3.000		177020855-1		1/1/2041	500,000.00	500,000.00	238,911.32	238,911.32	218,841.72	218,841.72	219,439.00
D02/02							1/1/2021	238,911.32	100.00%			597.28		
MBS	31418AAC2 FNMA POOL MA0902		3.000		185165786-1		11/1/2026	1,000,000.00	1,000,000.00	9,031.20	9,031.20	8,544.39	8,544.39	8,566.97
D02/02							10/1/2011	9,031.20	100.00%			22.58		
MBS	31418AKN7 FNMA POOL MA1200		3.000		177011537-1		10/1/2032	800,000.00	800,000.00	81,560.96	81,560.96	78,308.17	78,308.17	78,512.07
D02/02							9/1/2012	81,560.96	100.00%			203.90		
MBS	31418AVK1 FNMA POOL MA1517		3.000		177039344-1		7/1/2028	1,000,000.00	1,000,000.00	63,859.10	63,859.10	62,739.70	62,739.70	62,899.35
D02/02							6/1/2013	63,859.10	100.00%			159.65		
MBS	31418B5R3 FNMA POOL MA2655		4.000		177020853-1		6/1/2036	410,000.00	410,000.00	74,274.67	74,274.67	70,157.49	70,157.49	70,405.07
D02/02							5/1/2016	74,274.67	100.00%			247.58		
MBS	31418DRM6 FNMA POOL MA4091		2.000		177046216-1		8/1/2030	610,000.00	610,000.00	171,734.61	171,734.61	163,392.48	163,392.48	163,678.70
D02/02							7/1/2020	171,734.61	100.00%			286.22		
MBS	31418EA83 FNMA POOL MA4530		1.500		177048016-1		2/1/2032	179,142.00	167,163.35	98,431.00	98,431.00	91,500.43	91,500.43	91,623.47
D02/02							1/1/2022	105,484.40	93.31%			123.04		
MUNI	25887CAZ1 DOUGLAS CNTY NEB S&I #540		2.250	NE	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	120,000.00	96,010.80	96,010.80	96,685.80
D02/02							1/5/2022	120,000.00	100.00%			675.00		
MUNI	259290EB6 DOUGLAS CNTY NE SAN & IMPD DIS		3.100	NE	185142828-1	Contin	8/15/2030	150,000.00	150,000.00	150,000.00	150,000.00	139,740.00	139,740.00	140,334.17
D02/02							6/15/2016	150,000.00	100.00%			594.17		
MUNI	259292CS7 DOUGLAS CNTY SAN IMPD DIST 427		2.700	NE	185142831-1	Contin	11/15/2026	280,000.00	280,000.00	280,000.00	280,000.00	276,264.80	276,264.80	279,120.80
D02/02							1/15/2017	280,000.00	100.00%			2,856.00		

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

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

**Pledged Securities Detail
March 31, 2025**

**H231
Page 4 of 79**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Pledge Values			Market Value Collateral Value
								Total Face Total Par	Pledged Face % of Total	Par Value Book Value	
MUNI GO	255305DT4 DOUGLAS CNTY NEB S&I #499		2.500	NE	178003667-1	Cont 3/1/2027	3/1/2036 3/1/2022	150,000.00	150,000.00	150,000.00	117,289.50
D02/02						100.000	AFS	100.00%	150,000.00	312.50	117,602.00
MUNI GO	255305EB3 DOUGLAS CNTY NEB S&I #441		2.500	NE	178003675-1	Cont 3/15/2027	9/15/2035 3/18/2022	260,000.00	260,000.00	260,000.00	205,275.20
D02/02						100.000	AFS	100.00%	260,000.00	288.89	205,564.09
MUNI GO	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 5/15/2025	11/15/2036 5/19/2020	50,000.00	50,000.00	50,000.00	48,717.00
D02/02						100.000	AFS	100.00%	50,000.00	547.78	49,264.78
MUNI GO	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026	5/1/2035 5/3/2021	175,000.00	175,000.00	175,000.00	140,707.00
D02/02						100.000	AFS	100.00%	175,000.00	2,005.21	142,712.21
MUNI GO	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 4/1/2025	11/15/2028 1/15/2016	170,000.00	170,000.00	170,000.00	161,114.10
D02/02						100.000	AFS	100.00%	170,000.00	1,734.00	162,848.10
MUNI GO	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Cont 4/1/2025	8/15/2032 7/27/2017	50,000.00	50,000.00	50,000.00	46,791.00
D02/02						100.000	AFS	100.00%	50,000.00	223.61	47,014.61
MUNI GO	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026	8/15/2035 2/19/2021	100,000.00	100,000.00	100,000.00	85,426.00
D02/02						100.000	AFS	100.00%	100,000.00	300.28	85,726.28
MUNI GO	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003089-1	Cont 5/15/2025	11/15/2035 5/19/2020	150,000.00	150,000.00	150,000.00	141,778.50
D02/02						100.000	AFS	100.00%	150,000.00	1,700.00	143,478.50
MUNI GO	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177039345-1	Cont 1/15/2027	1/15/2039 1/21/2022	150,000.00	150,000.00	150,000.00	104,917.50
D02/02						100.000	AFS	100.00%	150,000.00	760.00	105,677.50
MUNI REV	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 4/29/2026	12/15/2035 4/29/2021	100,000.00	100,000.00	100,000.00	77,789.00
D02/02						100.000	AFS	100.00%	100,000.00	544.72	78,333.72
MUNI REV	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Cont 4/1/2025	12/15/2030 8/9/2017	100,000.00	100,000.00	100,000.00	92,779.00
D02/02						100.000	AFS	100.00%	100,000.00	927.50	93,706.50

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

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

Report Sequence: sgrp, CUSIP, Ticket

Pledged Securities Detail

March 31, 2025

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value	Book Value	
MUNI GO	652810G22 NEWTON IOWA		3.000	IA	182011896-1	Cont 6/1/2029	6/1/2033 4/20/2022	185,000.00	185,000.00	185,000.00	181,694.05	181,694.05
D02/02	AA					100.000	AFS	185,000.00	100.00%	188,634.31	1,850.00	183,544.05
MUNI REV	71366VKE9 PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020856-1	Cont 2/17/2026	12/15/2036 2/17/2021	210,000.00	210,000.00	210,000.00	174,909.00	174,909.00
D02/02						100.000	AFS	210,000.00	100.00%	210,000.00	1,113.00	176,022.00
MUNI GO	80373YER3 SARPY CNTY NEB S&I #158		2.800	NE	182012078-1	Cont 4/15/2027	10/15/2035 4/19/2022	150,000.00	150,000.00	150,000.00	126,550.50	126,550.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	1,936.67	128,487.17
MUNI GO	80377BKT8 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 5/3/2026	8/15/2034 5/3/2021	180,000.00	180,000.00	180,000.00	142,396.20	142,396.20
D02/02						100.000	AFS	180,000.00	100.00%	180,000.00	540.50	142,936.70
MUNI GO	80377TBE2 SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Cont 4/1/2025	11/15/2028 11/15/2016	85,000.00	85,000.00	85,000.00	80,909.80	80,909.80
D02/02						100.000	AFS	85,000.00	100.00%	85,000.00	899.11	81,808.91
MUNI GO	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Cont 4/1/2025	11/15/2029 11/15/2016	85,000.00	85,000.00	85,000.00	79,550.65	79,550.65
D02/02						100.000	AFS	85,000.00	100.00%	85,000.00	931.22	80,481.87
MUNI GO	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Cont 4/1/2025	10/15/2033 4/15/2018	85,000.00	85,000.00	85,000.00	80,749.15	80,749.15
D02/02						100.000	AFS	85,000.00	100.00%	85,000.00	1,508.99	82,258.14
MUNI GO	80379AEF5 SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont 8/15/2025	8/15/2038 8/19/2020	290,000.00	290,000.00	290,000.00	213,585.00	213,585.00
D02/02						100.000	AFS	290,000.00	100.00%	290,000.00	1,000.50	214,585.50
MUNI GO	80379KEN6 SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont 12/15/2025	12/15/2034 1/11/2021	50,000.00	50,000.00	50,000.00	38,925.00	38,925.00
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00	338.61	39,263.61
MUNI GO	810140LP6 SCOTT'S BLUFF CNTY NEB		2.550	NE	182012068-1	Cont 4/21/2027	1/15/2034 4/21/2022	250,000.00	250,000.00	250,000.00	205,127.50	205,127.50
D02/02						100.000	AFS	250,000.00	100.00%	250,000.00	1,345.83	206,473.33
MUNI REV	818483FG9 SEWARD NE ELEC REV		2.450	NE	185187557-1	Cont 4/1/2025	2/15/2028 6/15/2016	150,000.00	150,000.00	150,000.00	142,209.00	142,209.00
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	469.58	142,678.58

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

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

Pledged Securities Detail
March 31, 2025

H231
 Page 6 of 79

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Par Value Book Value		
MUNI	886094CD1		2.500	NE	184003102-1	Cont 5/28/2025	12/15/2035	200,000.00	200,000.00	200,000.00	200,000.00	156,068.00	156,068.00
GO	THURSTON CNTY NEB					100.000	AFS	200,000.00	100.00%	197,804.93	197,804.93	1,472.22	157,540.22
D02/02													
TAX	534239FX1		3.000	NE	177045043-1		7/15/2026	100,000.00	100,000.00	100,000.00	100,000.00	98,778.00	98,778.00
TAXGO	LINCOLN NEB						8/20/2020	100,000.00	100.00%	99,808.83	99,808.83	633.33	99,411.33
D02/02	AAA						AFS						
TAX	61778RBT8		1.937	NE	177020846-1	Cont	12/1/2031	210,000.00	210,000.00	210,000.00	210,000.00	175,245.00	175,245.00
TAXGO	MORRILL CNTY NEB SCH DIST #63					12/1/2025	2/25/2021	210,000.00	210,000.00	210,000.00	210,000.00	1,355.90	176,600.90
D02/02	AA	A3				100.000	AFS	210,000.00	100.00%	210,000.00	210,000.00	1,355.90	176,600.90
CITY OF SEWARD									31,801,805.29		6,454,635.67	5,764,031.35	5,764,031.35
											6,495,353.56	34,743.12	5,798,774.47

CASH IN BANK \$5,564,160.83

TREASURER'S REPORT		MONTH OF: MARCH 2025				
VARIANCE AT: 50%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	16,115,995	5,103,873	32%	11,012,122	5,855,405	(751,532)
ELEC BOND PYMT	492,108	463,635	94%	28,473	463,633	3
WATER	6,898,179	2,080,323	30%	4,817,856	2,282,157	(201,834)
WATER BOND PYMTS	357,426	99,021	28%	258,405	101,498	(2,476)
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
WASTEWATER TREATMENT	12,754,281	746,383	6%	12,007,898	621,839	124,544
WWTW BOND PYMT	297,193	10,946	4%	286,247	11,609	(663)
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	36,915,182	8,504,182	23%	28,411,000	9,336,140	(831,958)
GENERAL EXPENSES	1,287,414	197,285	15%	1,090,129	129,014	68,271
LEGAL	75,483	27,007	36%	48,476	39,147	(12,140)
POLICE	1,952,173	988,498	51%	963,675	887,718	100,780
E911	246,299	123,149	50%	123,150	141,042	(17,893)
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	6,773,162	1,693,267	25%	5,079,895	2,647,977	(954,710)
STREET STP FUNDS	190,428	178,511	94%	11,917	190,474	(11,963)
DEBT SERVICE	591,674	30,062	5%	561,612	270,693	(240,631)
RAIL CAMPUS	11,000	17,945	163%	(6,945)	9,899	8,046
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG-DOWNTOWN REVITAL GRANT	- 0 -	- 0 -	0%	- 0 -	65,432	(65,432)
BLDGS & GRDS (CITY HALL)	26,729	12,102	45%	14,627	11,321	781
LEVEE ACCREDITATION	215,000	141,310	66%	73,690	82,483	58,827
CIVIC CENTER	1,764,525	1,966,203	111%	(201,678)	193,067	1,773,136
LIBRARY	596,015	267,757	45%	328,258	337,020	(69,263)
PUBLIC PROPERTIES	581,959	290,463	50%	291,496	291,301	(837)
CEMETERY	259,270	146,589	57%	112,681	121,464	25,125
GOLF COURSE	847,336	240,384	28%	606,952	216,280	24,104
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BLDGS & GRDS (OTHER)	13,400	1,267	9%	12,133	2,129	(862)
BLDG INSP/PLAN & ZONING	178,476	90,085	50%	88,391	61,124	28,961
FIRE	772,256	381,919	49%	390,337	182,337	199,581
FIRE EQUIPMENT SINKING FUND	185,000	- 0 -	0%	185,000	- 0 -	- 0 -
TREE BOARD	12,500	- 0 -	0%	12,500	- 0 -	- 0 -
ENGINEER	178,217	87,355	49%	- 0 -	71,863	15,492
DOWDING POOL	267,037	38,185	14%	228,852	79,733	(41,548)
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SWIMMING LESSONS	9,689	- 0 -	0%	9,689	- 0 -	- 0 -
RECREATION	375,354	163,164	43%	212,190	168,650	(5,485)
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SENIOR CENTER	226,981	106,281	47%	120,700	145,067	(38,786)
SENIOR SHUTTLE	4,738	2,611	55%	2,127	2,710	(98)
RECYCLING	35,059	15,021	43%	20,038	30,190	(15,169)
WELLNESS CENTER	415,001	98,559	24%	316,442	46,473	52,086
ECONOMIC DEVELOPMENT LB840	279,690	304,647	109%	(24,957)	103,549	201,098
CAPITAL IMPROVEMENTS FUND	11,100,000	4,033,380	36%	7,066,620	221,039	3,812,341
TAX INCREMENT FINANCING	696,706	183,812	26%	512,894	223,026	(39,214)
TOTAL GOVERNMENTAL FUNDS	30,168,716	11,826,819	39%	18,251,035	6,972,221	4,854,597

(UNAUDITED)

3. Claims & Payables Reports

CLAIMS LIST
4/16/2025
COUNCIL MEETING

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

AKRS EQUIPMENT INC	SU	246.29
ALL COPY PRODUCTS INC	SE	37.33
ALLEGIAN UTILITY SERVICES	SE	1.68
ALLO COMMUNICATIONS	UT	579.12
AMAZON CAPITAL SERVICES INC	MAT/SU/AV	473.26
ANDERSON CONSTRUCTION	BU	2,816.20
BADGER METER	SE	688.92
BAKER & TAYLOR	MAT	3,805.53
BEATRICE BOARD OF PUBLIC WORKS	MC	7,060.72
BEAVER HARDWARE	SU	24.06
BECKY J BAKER	RI	17.64
BERENS-TATE CONSULTING GROUP	SE	2,000.00
BIC CONSTRUCTION LLC	CI	83,629.95
BIZCO TECHNOLOGIES	IT	239.65
BLACK HILLS ENERGY	UT	3,408.50
BLUE RIVER/I-80 PONY LEAGUES	MC	2,150.00
BOTTLE ROCKET BREWING	SU	170.00
BOUND TREE MEDICAL LLC	SU	1,238.63
BRUCE JACOBY	MC	250.00
CAPITAL BUSINESS SYSTEMS INC	SE	40.44
CASH-WA DISTRIBUTING CO	SU	136.46
CHARTER COMMUNICATIONS	UT	433.49
CINDY VOEHL	RI	14.00
CITY - MERCHANT SERVICES	MC	1,034.86
CITY SEWARD ELECTRIC FUND	UT	40,395.58
CITY SEWARD LIBRARY PETTY CASH	RI	159.12
CITY SEWARD PERPETUAL CARE FD	MC	900.00
CLARK ENERSEN PARTNERS	FA	9,424.20
CORI J STAVA DBA CROSS CREEK	MC	150.00
CORY MUELLER DBA BLUE RIVER EL	BU	134.38
CROUCH'S FARM & HARDWARE	SU	2,918.61
CULLIGAN OF CRETE	BU	60.00

D & K PRODUCTS	SU	532.00
DANKO EMERGENCY EQUIPMENT CO	EQ	92.80
DIAMOND VOGEL PAINT CENTER	SU	4,544.10
E M C INSURANCE COMPANIES	INS	846.83
ELECTRONIC CONTRACTING CO	SE	630.00
EXCHANGE BANK	FA	3,300.00
FARMERS COOP - SEWARD	SU	6,956.78
FASTENAL COMPANY	SU	261.40
FIRSTAR FIBER INC	SE	764.19
FYR-TEK	SU	1,368.31
GALLS LLC	UN	339.99
GRETCHEN OLBERDING	MC	1,400.00
HACH COMPANY	SU	842.59
HD SUPPLY INC	SU	1,967.92
HDR ENGINEERING INC	FA	10,294.74
HOFFSCHNEIDER LAW PC LLO	SE	5,000.00
HORNUNG'S GOLF PRODUCTS INC	SU	379.30
HUSKER ELECTRIC SUPPLY CO	SU/INV	2,172.74
IAPE	MS	65.00
JONES BANK	FA	16,858.08
K & Z DISTRIBUTING	SU	367.40
KV ENTERPRISES INC/H & S	BU	152.00
LAST MILE NETWORK CONS GR LLC	IT	62.00
LINCOLN WINWATER WORKS	SU	424.57
LYNN PEAVEY CO	SU	71.57
MACQUEEN EQUIPMENT	SU	1,565.56
MATHESON TRI-GAS INC	SU	116.43
MEMORIAL HEALTH-DRUG	MC	105.00
MENARDS NORTH	SU	52.39
METERING & TECHNOLOGY SOLUTIONS	INV	9,545.99
MEYER AUTOMOTIVE	RE	457.62
MICHAEL M SCHWAMLEIN SR	MC	425.00
MID-AMERICAN BENEFITS LLC	BE	100.25
MIDWEST AUTO PARTS	SU	255.31
MIDWEST LABORATORIES INC	TS	2,975.39
MIDWEST PETROLEUM EQUIP	RE	382.25
MUNICIPAL SUPPLY INC OF OMAHA	INV	1,526.16
NEBRASKA DEPT OF AGRICULTURE	MC	13.42
NEBRASKA EQUIPMENT INC	RE	1,582.16
NEBRASKA GOLF ASSOCIATION	MC	450.00
NEBRASKA PUB POWER-DES MOINES	UT	451,437.92
NICK'S FARM STORE CO	RE	85.15
NORRIS PUBLIC POWER DISTRICT	UT	1,234.37
OLSSON	ENG	44,889.44

ONE CALL CONCEPTS INC	SE	128.93
ONE SOURCE BACKGROUND CHECK	MC	76.00
O'REILLY AUTOMOTIVE INC	SU	264.34
PAC 'N' SAVE DISCOUNT FOODS	SU	348.89
PAUL E ERICKSON	MC	899.50
PITNEY BOWES INC	SE	350.30
PITNEY BOWES RESERVE ACCOUNT	SE	4,500.00
PLUNKETT'S PEST CONTROL	BU	72.44
QUALITY BRANDS OF LINCOLN	SU	711.43
QUILL CORP	SU	318.37
R & R REFRIGERATION LLC DBA LEE'S	BU	428.48
RAILROAD MANAGEMENT CO/BNSF	AF	834.01
RIVERSIDE PORTABLES LLC	SE	112.00
ROSE EQUIPMENT INC	RE	2,480.00
SAM'S CLUB	SU	332.43
SAPP BROTHERS PETROLEUM INC	GS	10,792.17
SEWARD COUNTY CLERK/REG DEEDS	MC	21.50
SEWARD COUNTY TREASURER	SE	20,524.91
SEWARD KIWANIS CLUB	GU	320.00
SEWARD LUMBER & HOME CENTER	BU/SU	2,735.59
SEWARD PUBLIC SCHOOLS	MC	400.00
SEWARD WIND LLC	UT	7,098.67
SHORT ELLIOTT HENDRICKSON INC	CI	5,448.40
SOUTH SIOUX CITY MARIOTT	TR	220.00
SPICKELMIER & SON INC	SE	2,546.00
SPORTS EXPRESS	SU	986.00
STRYKER SALES LLC	SU	274.08
SUHR & LICHTY INSURANCE AGENCY	INS	88,240.00
SWEET TEA MEDIA LLC/SCI	PU	3,980.19
TRACTOR SUPPLY	SU	39.98
TRANSUNION RISK & ALTERNATIVE	SE	75.00
U S POSTAL SERVICE	PU	4,500.00
UTICA PARTS & SERVICE	RE	3,303.48
VERIZON FINANCIAL SERVICES LLC	UT	262.13
VESSCO INC	SU	1,345.33
VISA - PINNACLE BANK		2,291.10
ABEBOOKS.COM	MAT	23.40
LINCOLN JOURNAL STAR	AMT	158.00
WALMART	SU	492.68
SAM'S CLUB	SU	347.79
TECHSOUP	IT	10.00
WALL STREET JOURNAL	MAT	48.38
DEMCO	MAT	779.44
PAYPRO FARONICS	MAT	40.85

AMAZON	SU	74.14	
NEXTLINK	IT	236.24	
ZOOM	IT	15.99	
BRODART SUPPLIES	SU	64.19	
WESCO DISTRIBUTION INC	SU/INV		19,804.24
WINDSTREAM NEBRASKA INC	UT		687.77
			\$929,286.40

4. Police Department Report



City of Seward
Police Department
Chief Brian W. Peters

Monthly Statistics
_____ 20 _____

Service Calls	
Accidents	
Arrests	
Citations	
Warnings	
Parking Tickets	

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

5. Draft Minutes of April 1, 2025, City Council Meeting

April 1, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, April 1, 2025, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Rich Wergin. Councilmembers absent: Tatum Tonniges. Other officials present: City Administrator Greg Butcher, legal counsel Connor Madsen, Building/Zoning & Code Enf. Director Tim Dworak, City Engineer Mike Oneby, Water/Wastewater Director Brandon Koll, Finance Director Cydnee Golden, Wellness Center Director Joel Brase, and Police Sergeant Russ Frazey.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$176,190.84)
2. Draft Minutes of March 18, 2025, City Council Meeting

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

ADMINISTRATIVE ITEMS

1. PRESENTATION AND ACCEPTANCE OF THE 2023-2024 ANNUAL AUDIT

Tracy Cannon—representative from AMGL, PC—presented the audit (via Zoom) for the year ending September 30, 2024. She identified some items of benchmarking to past years and similar communities and opined that the City continues to be in good financial standing for the near- and long-term. Councilmember Stryson queried as to how benchmarking communities were determined. Ms. Cannon identified benchmarking is performed against communities under 10k in population. No additional questions were asked.

Councilmember Stryson moved, seconded by Councilmember Wergin, to accept the 2023/2024 annual audit as prepared and presented by AMGL, PC.

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

2. ITEMS RELATED TO THE WORTHMAN BLVD EXTENSION PROJECT

A. CONSIDERATION OF AN AGREEMENT IN THE AMOUNT OF \$252,050 FOR CONSTRUCTION ENGINEERING SERVICES PROVIDED BY THE SCHEMMER ASSOCIATES DURING THE CONSTRUCTION OF THE PROJECT

City Engineer Oneby noted that the agreement with The Schemmer Associates would be for daily inspection and monitoring of the construction phase of the project. The agreement amount is for a not-to-exceed total, which will be dependent upon actual hours. The Schemmer Associates served as the project's design engineer.

Councilmember Kolterman moved, seconded by Councilmember Singleton to approve an agreement with The Schemmer Associates for construction engineering services for the Worthman Blvd Extension Project.

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

B. CONSIDERATION TO ACCEPT THE BID DOCUMENTS AND AUTHORIZATION TO ADVERTISE FOR PUBLIC BID

Mr. Oneby presented the bid documents for the project with an engineer's estimate of \$3.3 million for completion. The expected bid opening date is expected to be April 29, 2025. The project will be funded in part by an economic development grant issued by the State in regards to the Dari Processing Project.

Councilmember Stryson moved, seconded by Councilmember Kolterman, to approve the bid documents for the Worthman Blvd Extension Project and authorize the City to seek bids.

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

3. ITEMS RELATED TO THE WORHTMAN BLVD WATER MAIN PHASE II PROJECT

A. CONSIDERATION OF AN AGREEMENT IN THE AMOUNT OF \$97,160 FOR CONSTRUCTION ENGINEERING SERVICES PROVIDED BY THE SCHEMMER ASSOCIATES DURING THE CONSTRUCTION OF THE PROJECT

April 1, 2025

Mr. Oneby informed that the water main portion of the Worthman Blvd Project will be completed in coordination with the paving. The water main will be extended northward from Worthman Blvd to create a loop with the main on Walker Road. The expectation is that this will improve the water service for existing and future tenants. The Schemmer Associates will provide daily inspection and monitoring services for a not-to-exceed total.

Councilmember Kolterman moved, seconded by Councilmember Francescato, to approve an agreement with The Schemmer Associates for construction engineering services for the Worthman Blvd Water Main Phase II Project.

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

Nay: None. Absent: Tonniges. Motion carried.

B. CONSIDERATION TO ACCEPT THE BID DOCUMENTS AND AUTHORIZATION TO ADVERTISE FOR PUBLIC BID

Mr. Oneby presented the bid documents for the project with an engineer's estimate of \$1.002 million for completion. The expected bid opening date is expected to be April 29, 2025. The project will be funded in part by an economic development grant issued by the State in regards to the Dari Processing Project.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve the bid documents for the Worthman Blvd Water Main Phase II Project and authorize the City to seek bids.

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

Nay: None. Absent: Tonniges. Motion carried.

4. CONSIDERATION OF A CHANGE ORDER IN THE AMOUNT OF \$15,602.50 TO THE CONSTRUCTION CONTRACT WITH GENERAL EXCAVATING FOR THE BRADFORD STREET STORM SEWER IMPROVEMENTS PROJECT

Mr. Oneby described the change order as a correction to an eclipsed wastewater service line for the property at 247 8th Street during construction of the project. The change order restored proper function to the line.

Councilmember Wergin moved, seconded by Councilmember Kolterman, to approve a change order in the amount of \$15,602.50 with General Excavating for the Bradford Street Storm Sewer Improvements Project.

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

Nay: None. Absent: Tonniges. Motion carried.

5. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 500,000-GALLON WATER TOWER PROJECT

Mr. Oneby informed that the resumption of water tower painting was set to begin shortly with a 12-week duration expected. The agreement with Olsson, Inc. would allow for daily project monitoring and inspection for a not-to-exceed total. It is expected that the painting will be complete slightly before the July 4th celebration.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a professional services agreement with Olsson, Inc. for construction engineering services for the 500,000-Gallon Water Tower Project.

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

Nay: None. Absent: Tonniges. Motion carried.

6. UPDATE ON THE VOLUNTEER EMERGENCY RESPONDER INCENTIVE PROGRAM

A. CONSIDERATION OF AN ORDINANCE TO AMEND LOCAL IMPLEMENTATION OF THE PROGRAM

City Administrator Greg Butcher noted the City had implemented an incentive program through Ordinance No. 2017-21 pursuant to State Statute. In review of the established process and current State statute, some changes to efficiencies were proposed—specifically, identification that the Fire Department would handle submission to the State and that the qualifying firefighters would not need to be approved by Council prior.

Councilmember Stryson introduced Ordinance No. 2025-9. Councilmember Singleton moved, seconded by Councilmember Francescato to dispense with the statutory rule.

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

Nay: None. Absent: Tonniges. Motion carried.

Councilmember Wergin moved, seconded by Councilmember Singleton that the minutes of the proceeding of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-9, AN ORDINANCE TO AMEND THE CITY OF SEWARD VOLUNTEER EMERGENCY RESPONDER INCENTIVE PROGRAM; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE; AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.**

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

Nay: None. Absent: Tonniges. Motion carried.

April 1, 2025

B. CONSIDERATION TO APPOINT TAYLER MIFFLIN, FIRE CHIEF, AS THE CERTIFICATION ADMINISTRATOR OF THE SEWARD VOLUNTEER EMERGENCY INCENTIVE PROGRAM

In regards to Item 6A, Mr. Butcher indicated that in speaking with Chief Mifflin he believed the Fire Chief was the best contact to serve as the Certification Administrator.

Councilmember Singleton moved, seconded by Councilmember Stryson, to appoint Fire Chief Tayler Mifflin as the Certification Administrator for the Seward Volunteer Emergency Incentive Program.

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

Nay: None. Absent: Tonniges. Motion carried.

7. CONSIDERATION TO ADOPT A REVISED SECTION 504 POLICY RLEATED TO THE AMERICANS WITH DISABILITIES ACT

Mr. Butcher relayed that as a part of requirements for the economic development grant approved for the Dari Processing Project, the City must have an updated Section 504 Policy and Transition Plan, both which were last revised in 2013. The Section 504 policy outlines the process that will proceed the Transition Plan and identifies City contacts for ADA complaints. The Transition Plan is expected to be finalized later this year.

Councilmember Singleton moved, seconded by Councilmember Kolterman, to adopt a revised Section 504 Policy related to the Americans with Disabilities Act.

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

Nay: None. Absent: Tonniges. Motion carried.

8. ITEMS RELATED TO POOL STAFFING

A. CONSIDERATION OF AN ORDINANCE TO AMEND PAY RATES FOR DOWDING & WELLNESS CENTER POOL STAFFING

Mr. Butcher noted that Staff had been monitoring the raise to the Nebraska minimum wage and how it may impact the hiring of pool employees at both Dowding Pool and the Wellness Center. The City is not subject to the State minimum wage law (currently at \$13.50/hr) but has not had many new applicants for available positions. To ensure full staffing, City Administration proposes a change to the wage lines to a market rate to better compete with other part-time positions available locally.

Councilmember Singleton introduced Ordinance No. 2025-10. Councilmember Kolterman moved, seconded by Councilmember Kahler to dispense with the statutory rule.

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

Nay: None. Absent: Tonniges. Motion carried.

Councilmember Wergin moved, seconded by Councilmember Singleton that the minutes of the proceeding of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-10, AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

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

Nay: None. Absent: Tonniges. Motion carried.

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

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

Nay: None. Absent: Tonniges. Motion carried.

B. DISCUSSION AND POSSIBLE ACTION RELATED TO REIMBURSEMENT OF LIFEGUARD EMPLOYEES FOR CERTIFICATION

Mr. Butcher stated the current stance of the City was not to reimburse lifeguards for the costs of obtaining their initial certification but would do so for recertification. This stance may deter applicants from applying for open positions, thus City Administration suggests that initial certification of an employee be reimbursed, should they be successful and plan to work for the City.

Councilmember Kolterman moved, seconded by Councilmember Francescato, to adopt the stance that the City would pay for initial lifeguard certifications of employees, subject to documentation and request.

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

April 1, 2025

Nay: None. Absent: Tonniges.

Motion carried.

9. UPDATE ON THE WELLNESS CENTER

Executive Director Brase recounted the ribbon cutting on March 30th which was well attended. The facility officially opened on March 31st and approximately 900 members have been registered thus far.

A. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP (SCCDP) TO CREATE AND SUSTAIN A SUBSTITUTE POOL NETWORK WITH EARLY CHILD EDUCATION PROVIDERS

Mr. Brase informed that Child Care Director Samantha Patterson had been working with SCCDP to bring about a pilot program where a substitute pool of childcare providers could be established with Patterson serving as the local lead contact. SCCDP President & CEO Jank indicated a survey of local providers indicated this as a need to lessen burnout and improve retention of those within the industry as they could then schedule time off more easily. The program would be a first within Nebraska and the City would be reimbursed by SCCDP for costs up to \$20k.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to approve a MOU with SCCDP to establish a substitute pool of childcare providers in coordination with Child Care Director Patterson.

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

Nay: None. Absent: Tonniges.

Motion carried.

10. UPDATE ON THE PROCLAIMED BLIZZARD DISASTER FROM 3/18/25

Mr. Butcher recounted the events around a blizzard event on March 18th. The City experienced significant snowfall and winds which downed powerlines and trees locally. In response to the outages, the City of Beatrice provided mutual aid for approximately 48 hours. The Mayor signed a disaster proclamation and it is expected that a federal disaster declaration will be issued for the event within Nebraska, which will make some items eligible for reimbursement. The City is currently tracking costs and will review response to better prepare for next time.

Mr. Butcher praised all City staff in their response and dedication to serving the citizens during this event.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Francescato, that the City Administrator's report of April 1, 2025, be accepted.

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

Nay: None. Absent: Tonniges.

Motion carried.

MOTION TO ADJOURN

Councilmember Francescato moved, seconded by Councilmember Wergin, that the April 1, 2025, City Council Meeting be adjourned.

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

Nay: None. Absent: Tonniges.

Motion carried.

Adjourned approximately 8:30 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

6. Mayor Appointments to Boards and Commissions:
 - A. Appoint Michael Denniston, Dakota Fernau, and Amber Mayo to the Seward Volunteer Fire Department Roster
 - B. Appoint Jenny Holle (replaces Patricia Sanley) to the Civic Center Commission for Remainder of Term

ADMINISTRATIVE ITEMS

1. Consideration of Claim Presented by Daniel Pearson for Personal Property Damage at 912 & 926 Main Street in the Amount of \$5,250.00 - City Administrator Butcher



CITY OF SEWARD NEBRASKA
537 MAIN ST
PO BOX 38
SEWARD, NE 68434-0038

PH: 402-643-2928
FAX: 402-643-6491

CLAIM FORM

CONTACT INFORMATION

Name: Daniel and Lorrie Pearson Home Phone: _____
Address: 1465 Augusta Drive Business Phone: _____
Date & Time of Incident: _____ Cell Phone: 402-641-8197
Location of Incident: 912 & 926 Main St Email: d.pearson57@hotmail.com
Type of Incident: Injured Person Property Damage Automobile Accident (Check all that apply)

INJURED PERSON

Occupation: _____ Employed by: _____
Did you see a doctor? Yes No Doctor's Name: _____
Were you hospitalized? Yes No Hospital: _____
Describe incident (nature & extent of injury): _____

Any Witnesses? _____

PROPERTY DAMAGE

List Property Damaged: Sidewalk
Age of damaged property: ? Estimated cost of repair: 5250.00
How was the property damaged? The water main was replaced and the company doing the replacement drove their excavator on the sidewalk multiple time. I was told at the time the city was waiting to see if the sidewalk would settle more and nothing was done after that.

AUTOMOBILE ACCIDENT

Driver, if other than owner: _____
Address: _____ Home Phone: _____
Estimated cost of repair: _____ Business Phone: _____
Vehicle: (year, make, model) _____ Police Notified? Yes No
Your description of the accident: _____

INSURANCE INFORMATION

Amount of Claim: 5250.00 **(COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM)**
Your Insurance Company: _____ Your Insurance Agent: _____
Insurance Company Phone: _____ Insurance Agent Phone: _____
Did you report a claim? Yes No Did you receive payment? Yes No Deductible: _____

ADDITIONAL INFORMATION

Any other pertinent information: (write on back if more space needed) This sidewalk is right along highway 34 so in the winter when the state pushes the snow on the sidewalk it is very hard to clear the snow because the sidewalk is uneven.
Explain why you feel the City of Seward is responsible: The water main broke and needed replaced so the city hired the company to replace it and that is how the sidewalk was damaged.

SIGNATURE OF CLAIMANT: _____

DATE: 4/10/2025

Bruce Stutzman

Po Box 193
Milford, NE 68405

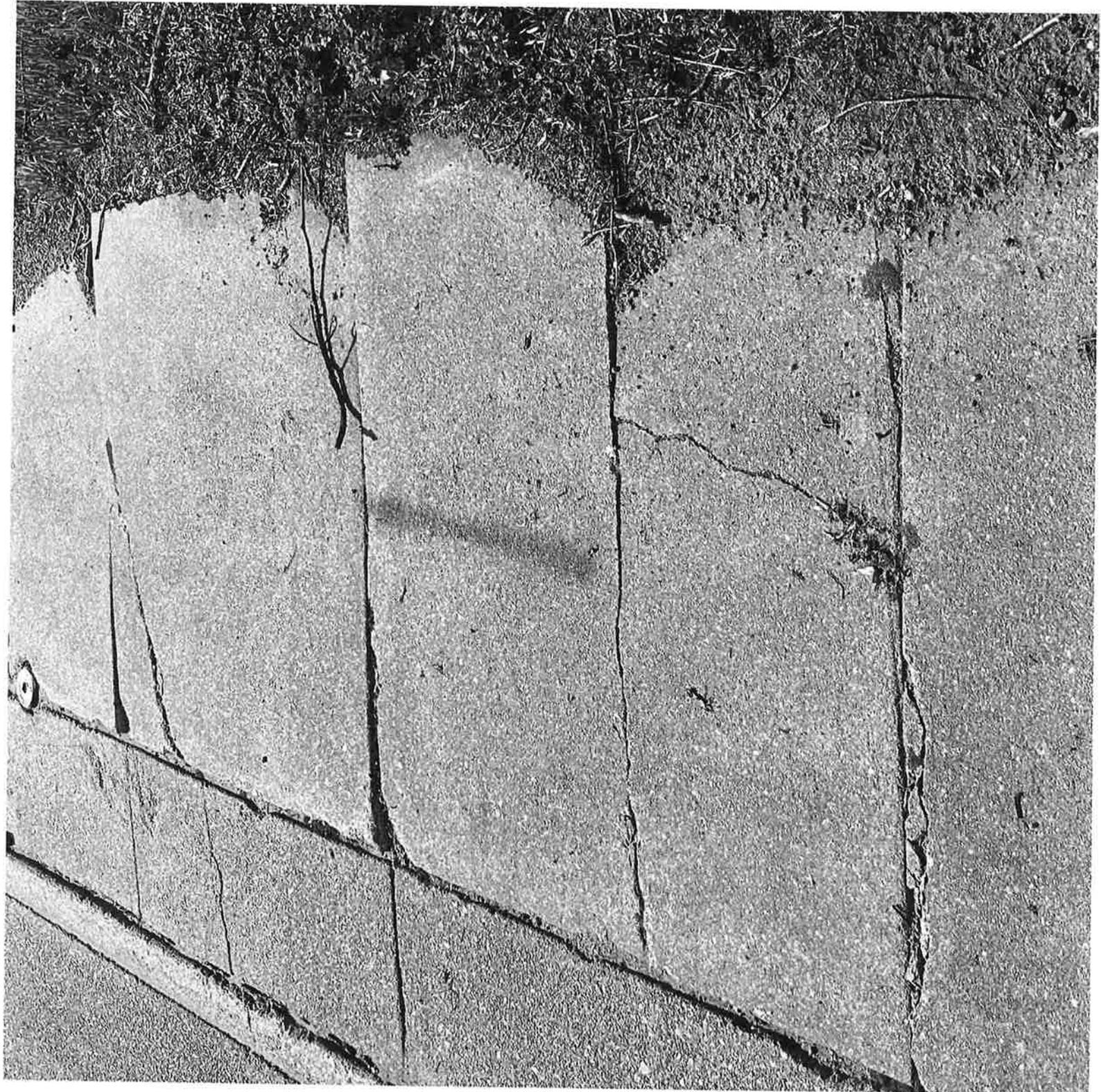
Estimate

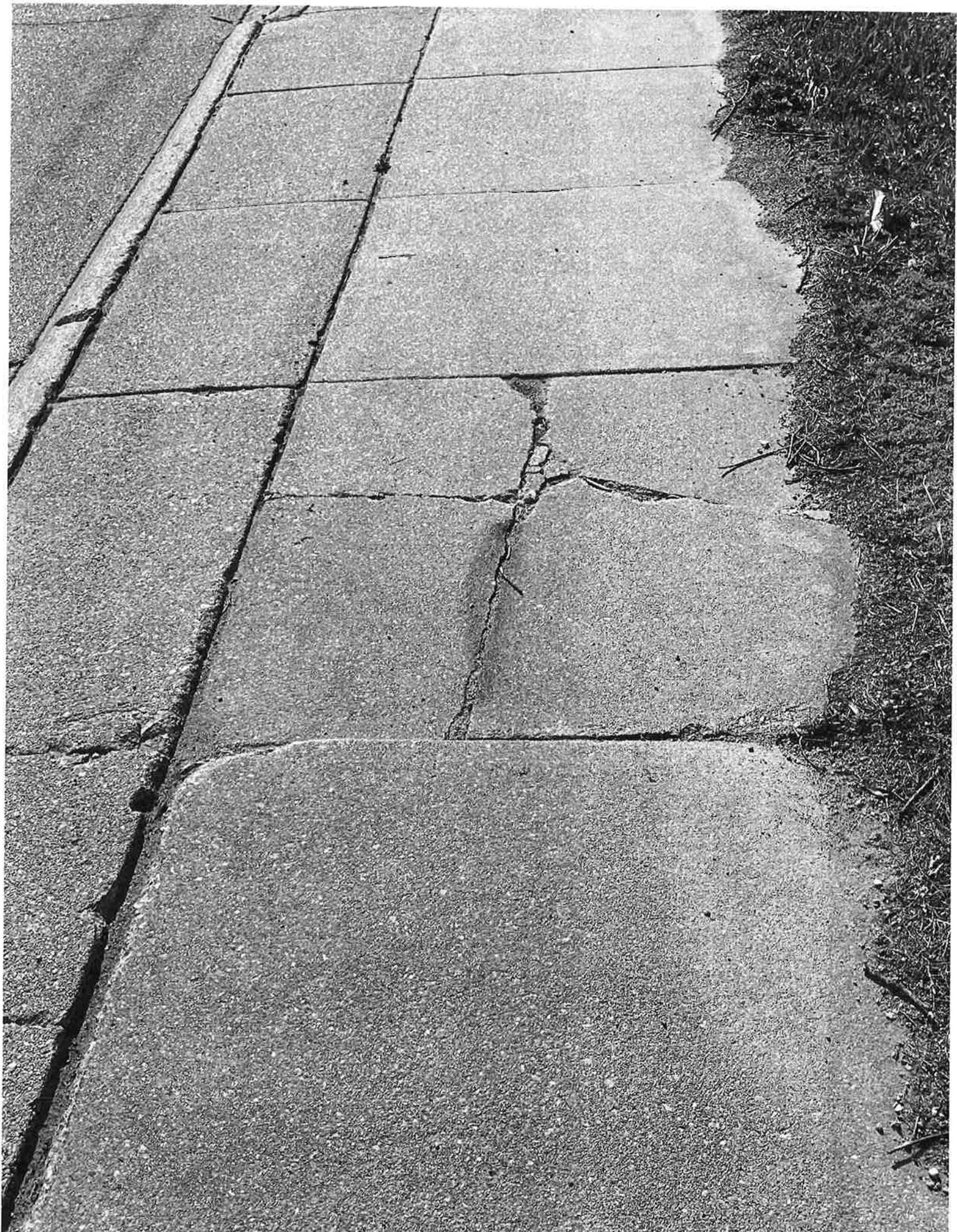
Date	Estimate #
4/9/2025	0598

Name / Address
Dan Pearson Seward, NE

Project

Description	Qty	Rate	Total
Sidewalk + Driveway Replacement 75'-0" x 4'-0" + 12'-0" x 8'-0" Concrete @ 4" thick 1/2" rebar 3'-0" oc Tear out existing concrete; haul away		5,250.00	5,250.00
Estimate good for 60 days		Total	\$5,250.00









2. Consideration of a Design Agreement with The Schemmer Associates, Inc. for Prelim and Final Design Services for the E Hillcrest Drive Reconstruction Project in the Amount of \$171,066.75 - City Engineer Oneby (**added 4-14-25 at 3:15P**)

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

EAST HILLCREST DRIVE RECONSTRUCTION

PRELIMINARY AND FINAL DESIGN

Professional Services Provided: Roadway Design and Drainage Analysis

TABLE OF CONTENTS

Page

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

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

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

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

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

Design services related to the completion of final engineering plans to reconstruct and widen East Hillcrest Drive and associated watermain and storm sewer beginning at the intersection of Columbia Avenue and ending approximately 1,650 feet east to the intersection of Eastridge Drive in Seward, Nebraska.

_____ (“Project”).

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

6.02 *Design Without Construction Phase Services*

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

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

6.03 *Use of Documents*

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

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

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

6.04 *Insurance*

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

6.05 *Suspension and Termination*

- A. Suspension.

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

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

- B. Termination. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination.

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

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

6.10 *Indemnification and Mutual Waiver*

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

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

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

8.02 *Total Agreement*

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

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

Owner:

City of Seward

Engineer:

The Schemmer Associates

By: _____

By: Douglas G. Holle

Title: _____

Title: Principal

Date: _____

Date: April 10, 2025

Signed: _____

Signed:  _____

Address for giving notices:

Address for giving notices:

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

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

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

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 10, 2025.

Engineer's Services

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

PART 1 – SCOPE OF SERVICES

EAST HILLCREST DRIVE RECONSTRUCTION

(Project Description)

This project includes work associated with design services related to the completion of final engineering plans to reconstruct and widen East Hillcrest Drive and associated watermain and storm sewer beginning at the intersection of Columbia Avenue and ending approximately 1,650 feet east to the intersection of Eastridge Drive in Seward, Nebraska.

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

Information Provided by the City or Others

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

The City will also provide the following:

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

Tasks specifically not included:

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

Project Schedule

- | | | |
|----|------------------------|--------------------------|
| a. | April 16, 2025 | Notice to Proceed (NTP) |
| b. | July 28, 2025 | Plan-in-Hand (30%) Plans |
| c. | August 2025 | Public Meeting |
| d. | October 13, 2025 | Final Submittal |
| e. | November 2025 | Approval to Bid |
| f. | June 2026 to June 2027 | Construction |

Design Plan Sheets

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

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

Submittals

The following formal plan submittals are anticipated:

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

Project Tasks

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

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

- a. ***Project Management-*** Includes activities required for budget and schedule management, staff assignments, internal cost control, preparation and processing of project correspondence, invoices, and monthly progress reports throughout this phase of the project. For scoping purposes, project management is assumed to last from April 2025 through December 2025.
- b. ***Progress Meetings with City Staff-*** Progress meetings with City staff will be conducted to update progress and seek resolution of identified issues. Two (2) progress meetings are anticipated. Meetings will be attended by the ENGINEER's project manager and one additional project team member.

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

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

II. Topographic Field Survey- This task is to be provided by Schemmer and consists of surveying services, all as set forth below:

- ***Field survey*** – locate all physical features, improvements, and vegetation on site as well as necessary spot elevations and break lines to generate 1' contours. Limits of the field survey shown in the attached exhibit.
- ***Boundary*** – research survey record and locate existing boundary ROW along E. Hillcrest Drive and N. 2nd St.
- ***One Call*** – perform a One-Call utility locate. Locate utilities per locator's markings and observed evidence in the field.
- ***CAD services*** – upload, download, check, and process collected electronic field data, and produce final survey documents.
- ***Registered Land Surveyor Services*** – for project coordination, review, and QA/QC.
- ***Survey Coordinate System & Datums*** – a survey of the project area will be completed using the following Coordinate System:
 - ***Horizontal Datum*** - Seward County, Nebraska LDP
 - ***Vertical Datum*** – NAVD 88
 - ***Geoid Model*** – 18

III. Geotechnical Engineering

Schemmer proposes to render professional geotechnical engineering services consisting of pavement coring, soil borings, soil testing, and analyses of soils to determine soil parameters to be used in design of the reconstruction of East Hillcrest Drive. We expect moderate traffic loads along the roadway.

Schemmer will perform four pavement corings and advance four soil borings within the existing roadway. Two of the borings/corings will be placed at the east and west edges of roadway being investigated, the remaining two borings/coring will be even spaced between the two edge boring accordingly. Each boring will be drilled to a depth of 15 feet below grade. A total of 60 lineal feet of soil boring and sampling is proposed.

The scope of geotechnical exploration will consist of the following:

1. Schemmer will provide project preparation services consisting of staking the boring locations. The One-Call system will be notified by our driller subcontractor to determine public utility locations. Private utilities or public utilities not within the One-Call system must be located by the property owner. If the owner cannot locate their private utilities, then Schemmer will have this necessary location work completed at additional cost to our client. The borings will be relocated to a safe location if they potentially interact with private and/or public utilities. We understand the site surface will allow access with a two-wheel drive truck-mounted soil boring rig.
2. Schemmer's drilling subconsultant will drill pavement cores, sample the soils from the borings, coordinate traffic lane closure, provide any field testing requested, provide field boring logs, and record groundwater levels when encountered. Shelby tube samples will be obtained from clay deposits. Standard penetration resistance will be measured from sand deposits. Groundwater levels will be measured during drilling and after drilling, if encountered within the depth of boring during the time of boring. Borings will be filled prior to the drill crew leaving the site to remove safety hazards. The borings will be filled with soil cuttings when completed. Excess soil will be moved to a location onsite acceptable to the owner. Borings will be capped with hand-mixed Portland cement concrete.
3. Appropriate geotechnical laboratory testing of recovered samples will be completed at the direction of the project geotechnical engineer. Measurements of in-place water content, unit weight, unconfined compressive strength, Atterberg limits, grain size and visual soil classification will be conducted on selected representative soil samples. Laboratory tests will be completed in accordance with ASTM procedures within the Schemmer soil testing laboratory by trained technicians using calibrated test equipment.
4. We understand there are no chemical pollutants or other chemical concerns at the site and, therefore, no chemical tests or analyses will be conducted in the field or in the laboratory. However, if chemical or environmental concerns are uncovered during the field work and are noted by visual cues and/or smell, Schemmer will note these findings but will not perform any chemical tests and will not notify anyone other than our Client.
5. We understand the site is accessible to a truck-mounted soil boring rig. Fences, snow, stored equipment and materials, and other surface conditions that will block access to the soil boring truck will be removed or relocated by others. Schemmer

will work with our client to determine suitable boring locations around fixed surface features. Snow clearing services are not included in the scope of this project.

6. An experienced geotechnical engineer with Schemmer will analyze the data and prepare a written report to contain the following analyses and discussion items:
 - a. Description of site soil conditions and significance of area geology.
 - b. Tabulation of test data, a boring location plan and soil boring logs.
 - c. Site preparation recommendations to provide stable roadway support. And utility trench backfill
 - d. Recommendations for soil amendments to strengthen the subgrade, if necessary.
 - e. Pavement subgrade preparation recommendations.
 - f. Pavement design parameter recommendations.
 - g. Analysis of soil to ascertain presence of potentially expansive soils or otherwise deleterious materials and recommendations to mitigate detrimental effects from these materials, should they be found.
 - h. Recommended types of fill materials and backfill soil materials and compaction requirements.
 - i. Compaction requirements for embankment and subgrade fill soil.
 - j. Anticipation of, management of, and recommendations for drainage of surface water and groundwater.
 - k. Potential for settlement due to consolidation with recommendations to control settlement and alleviate excess stress on structure components associated with the potential settlements such as surcharge or other appropriate treatment.

The following assumptions are made:

1. The Geotechnical project will be completed in conjunction with a topographic survey provided by Schemmer. Recommendations for cut and fills will be included in the final report.
2. The proposed roadway will be designed for support of moderate traffic loading including daily automotive traffic, daily intervals of box trucks, and moderate to low intervals of traffic from heavy trucks.
3. A design life for the proposed roadways will be provided prior to the issuance of report.

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

- a. *Site Inspection-* Includes site visits during preliminary design to verify site constraints, impacts, and compatibility with proposed design. It is assumed one site visit will be required.
- b. *Data Collection-* Existing information and data available for the project will be assembled and reviewed including as-built information for existing streets, structures, utilities, storm sewers, right-of-way, GIS data, and other relevant information available.

- c. *Construction Phasing*- A conceptual construction phasing plan will be developed for the roadway.
- d. *Utility Coordination*- Includes coordination with the known utility companies to identify the limits and potential conflicts of all utilities along the project corridor. ENGINEER will request maps of all existing utilities within the project corridor. Preliminary drawings will be supplied to all utility companies requesting design information.
- e. *Drainage Plan and Profiles*- Storm sewer improvements including pipe, inlets, and manholes will be shown on the drainage plan and profile sheets.
- f. *Opinion of Probable Construction Cost*- NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost prior to the plan-in-hand (after selection of preferred design alternative).
- g. *Plan-in-Hand*- A plan in hand meeting will be scheduled and conducted with the City of Seward staff at approximately thirty (30) percent preliminary design plan completion. The plan-in-hand will be documented with minutes summarizing the significant findings and decisions made.

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

- h. *Quality Assurance/Quality Control (QA/QC)*- The Engineer shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.
- i. *Roadway Plan and Profiles* – Roadway geometric layout and vertical profile will be shown on the roadway plan and profile sheets. Three (3) Plan & Profile (P&P) sheets are assumed to be necessary along E. Hillcrest. This task assumes not P&P sheets will be developed along intersecting side streets.
- j. *Typical Sections* – The roadway typical section will be developed along E. Hillcrest. It is anticipated the typical section will consist of a two-lane urban roadway cross section with a single lane of on-street parking and sidewalks on both sides.
- k. *Water Main Plan and Profiles* – Includes development of watermain plan and profile sheets for relocation of the existing watermain along E. Hillcrest. Watermain design shall be in accordance with the City of Lincoln Standard Specifications for Municipal Construction. The pipe sizes will be provided by the City. Hydrant locations will be identified by the City. No water modeling will be conducted.

V. Public Involvement

a. Stakeholder Coordination Meetings

The Consultant will coordinate with individuals who are significantly affected by the project via phone, written correspondence or meetings. Meetings will typically be conducted prior to public open house meetings (if scheduled) but may also occur at other times. These meetings may consist of individuals or small groups or individuals with similar interest. The Consultant shall be responsible for coordinating meeting locations, facilitating, and preparing and distributing meeting minutes. It assumed two (2) coordination meetings will be needed.

b. Public Meeting

The Consultant will schedule, arrange, and facilitate one (1) public open house. The Consultant shall draft a press release of the open house to be reviewed by the City's Project Manager who will coordinate publication of the press release. Any costs associated with rental of public meeting venue will be reimbursed by the City.

During the public meeting, City staff and the Consultant will be available to answer questions and receive comments. No formal presentations are anticipated. The Consultant will be responsible for preparing information boards.

VI. Final Design- This task will include construction and removal plans, drainage plan and profile sheets, construction phasing, limits of construction, erosion control, miscellaneous design details, and opinion of probable construction costs.

- a. Geometric Sheets- Sheets will be developed that show the coordinate location of all proposed pavement.
- b. *Joints and Grades Sheets* – Pavement grades and concrete jointing sheets will be developed along all reconstructed streets. This task includes detailing the design model along the project.
- c. *Construction and Removal Plan-* Sheets will be prepared that detail construction and removals for the project in accordance with NDOT pay items.
- d. *Drainage Plan and Profile-*Plan and profile sheets will be finalized.
- e. Roadway Plan and Profile – Roadway plan and profile sheets will be finalized.
- f. *Water Main Plan and Profiles* – Water main plan and profile sheets will be finalized.

- g. Roadway Cross Sections – Roadway cross section sheets will be finalized.
- h. *Erosion Control Plans*- A sediment and erosion control plan will be developed to prevent erosion and promote revegetation within the limits of construction.
- i. *Construction Phasing Plan*- A final phasing plan will be developed for the project.
- j. *Pavement Marking and Permanent Signing*– Plans and details will be developed for permanent pavement markings and signing.
- k. *Street Lighting* – Plans and details will be developed for street lighting.
- l. *Miscellaneous Details*-ENGINEER to provide design and drafting of miscellaneous details on the project.
- m. *Final Opinion of Probable Construction Cost*- NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost at the completion of the final plans.
- n. *Utility Coordination*- Final plans will be submitted to utility owners impacted by the construction. ENGINEER to develop status of utilities report.
- o. *Quality Assurance/Quality Control (QA/QC)*- The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.
- p. *Special Provisions*- ENGINEER to develop special provisions for the project. Special provisions to include recurring NDOT special provisions as well as project specific provisions.
- q. *Permitting*- ENGINEER to apply for permits on the project. The anticipated permits for the project are a Construction Stormwater Permit, Wastewater Construction permit and Watermain Extension approval through the NDEE.
- r. *Bid-Phase Services* – ENGINEER will assist the City in advertising the Project for bids. ENGINEER will coordinate with A&D Technical Supply to distribute plans to potential contractors. The City will conduct the bid letting.

EXHIBIT B: Hour Estimate Form
Preliminary and Final Design
EAST HILLCREST DRIVE RECONSTRUCTION

City of Seward

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	PARTY CHIEF SURVEYOR	ASSOC SURVEYOR	GRAPHIC DESIGNER	ADMIN ASST	TOTAL PER TASK
I.	Project Administration												
I.a	Project Management	6	36										42
I.b	Progress Meetings with City Staff		4		12								16
I.c	Team Coordination Meetings		8		8	8							24
II.	Topographic Field Survey												
II.a	Field Survey		2				40	16	40	40			138
II.b	Boundary Survey						20	10	12	12			54
II.c	Underground Utilities Survey						10	4	32	32			78
II.d	Courthouse							4					4
III.	Geotechnical Engineering												
III.a	Project Preparation		1	1	8								10
III.b	Soil Borings				5								5
III.c	Field Log				2								2
III.d	Laboratory Testing of Recovered Samples						40						40
III.e	Analysis of Test Data				4								4
III.f	Report		1	4	6							2	13
IV.	Preliminary Design												
IV.a	Site Inspection			6		6							12
IV.b	Data Collection				4		4						8
IV.c	Construction Phasing			4	4	8							16
IV.d	Utility Coordination		1	8	4	4							17
IV.e	Drainage Plan and Profiles			16	24	40							80
IV.f	Quantities/Opinion of Probable Construction Cost			2	4		8						14
IV.g	Plan-in-Hand			4	4		2						10
IV.h	Quality Assurance/Quality Control	1		4	4	2	2						13
IV.i	Roadway Plan and Profiles			2	24		32						58
IV.j	Typical Sections			1		4	4						9
IV.k	Water Main Plan and Profiles	1		2		16	24						43
V.	Public Involvement												
V.a	Stakeholder Coordination Meetings (up to two meeting)	1	8		8		2						19
V.b	Public Meeting	2	16		12		24						54
VI.	Final Design												
VI.a	Geometrics			2	2	8	16						28
VI.b	Joints and Grades			2	4	12	8						26
VI.c	Construction and Removal Plan			2	8	16	16						42
VI.d	Drainage Plan and Profile Sheets			2	2	4	4						12
VI.e	Roadway Plan and Profile Sheets			2	2	4	4						12
VI.f	Water Main Plan and Profiles			2	2		8						12
VI.g	Roadway Cross-section Sheets			4	4	32	16						56
VI.h	Erosion Control Plans			2	2	2	16						22
VI.i	Construction Phasing Plan			2	2	8	4						16
VI.j	Pavement Marking and Permanent Signing Sheets			2	2	2	4						10
VI.k	Street Lighting Plan		1	2			4						7
VI.l	Miscellaneous Details				2		8						10
VI.m	Quantities/Opinion of Probable Cost		1		2		4						7
VI.n	Utility Coordination		1		12		8						21
VI.o	Quality Assurance/Quality Control	2	4		8								14
VI.p	Special Provisions			16		8							24
VI.q	Permitting		4		8								12
VI.r	Bid-Phase Services		4		16								20
													0
													0
	TOTALS	13	92	94	223	176	332	34	84	84	0	2	1134

EAST HILLCREST DRIVE RECONSTRUCTION

City of Seward

Preliminary and Final Design

EXHIBIT B: FEE SUMMARY SCHEDULE

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2025 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$15,530.00
PRINCIPAL	6	\$275.00	\$1,650.00	
PROJECT MANAGER	48	\$205.00	\$9,840.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	20	\$150.00	\$3,000.00	
ENGINEER/ SENIOR TECHNICIAN	8	\$130.00	\$1,040.00	
ENGINEERING TECHNICIAN	0	\$130.00	\$0.00	
REGISTERED SURVEYOR	0	\$160.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$90.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
II. Topographic Field Survey				\$31,750.00
PRINCIPAL	0	\$275.00	\$0.00	
PROJECT MANAGER	2	\$205.00	\$410.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$150.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$130.00	\$0.00	
ENGINEERING TECHNICIAN	70	\$130.00	\$9,100.00	
REGISTERED SURVEYOR	34	\$160.00	\$5,440.00	
PARTY CHIEF SURVEYOR	84	\$110.00	\$9,240.00	
ASSOCIATE SURVEYOR	84	\$90.00	\$7,560.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
III. Geotechnical Engineering				\$10,555.00
PRINCIPAL	0	\$275.00	\$0.00	
PROJECT MANAGER	2	\$205.00	\$410.00	
SENIOR PROJECT ENGINEER	5	\$205.00	\$1,025.00	
REGISTERED DESIGN ENGINEER	25	\$150.00	\$3,750.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$130.00	\$0.00	
ENGINEERING TECHNICIAN	40	\$130.00	\$5,200.00	
REGISTERED SURVEYOR	0	\$160.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$90.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	2	\$85.00	\$170.00	
IV. Preliminary Design				\$41,880.00
PRINCIPAL	2	\$275.00	\$550.00	
PROJECT MANAGER	1	\$205.00	\$205.00	
SENIOR PROJECT ENGINEER	49	\$205.00	\$10,045.00	
REGISTERED DESIGN ENGINEER	72	\$150.00	\$10,800.00	
ENGINEER/ SENIOR TECHNICIAN	80	\$130.00	\$10,400.00	
ENGINEERING TECHNICIAN	76	\$130.00	\$9,880.00	
REGISTERED SURVEYOR	0	\$160.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$90.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	

V. Public Involvement \$12,125.00

PRINCIPAL	3	\$275.00	\$825.00
PROJECT MANAGER	24	\$205.00	\$4,920.00
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00
REGISTERED DESIGN ENGINEER	20	\$150.00	\$3,000.00
ENGINEER/ SENIOR TECHNICIAN	0	\$130.00	\$0.00
ENGINEERING TECHNICIAN	26	\$130.00	\$3,380.00
REGISTERED SURVEYOR	0	\$160.00	\$0.00
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00
ASSOCIATE SURVEYOR	0	\$90.00	\$0.00
GRAPHIC DESIGNER	0	\$0.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00

VI. Final Design \$51,765.00

PRINCIPAL	2	\$275.00	\$550.00
PROJECT MANAGER	15	\$205.00	\$3,075.00
SENIOR PROJECT ENGINEER	40	\$205.00	\$8,200.00
REGISTERED DESIGN ENGINEER	86	\$150.00	\$12,900.00
ENGINEER/ SENIOR TECHNICIAN	88	\$130.00	\$11,440.00
ENGINEERING TECHNICIAN	120	\$130.00	\$15,600.00
REGISTERED SURVEYOR	0	\$160.00	\$0.00
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00
ASSOCIATE SURVEYOR	0	\$90.00	\$0.00
GRAPHIC DESIGNER	0	\$0.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00

Subtotal Labor Costs 1,134 \$163,605.00

DIRECT NON-SALARY COSTS:

	No.	Rate (\$)	
Printing	1 \$	300.00 \$	300.00
Mileage	325 \$	0.670 \$	217.75
Survey Mileage	1200 \$	0.670 \$	804.00
Geotech (Field Drilling Subcontractor)	1 \$	4,160.00 \$	4,160.00
Geotech (Lab Reimbursable)	1 \$	1,480.00 \$	1,480.00
Title Searches	\$	- \$	-
Lodging	\$	- \$	-
Per Diem	\$	- \$	-
Public Meeting	1 \$	500.00 \$	500.00
Storm Sewer Video Inspection	\$	- \$	-
Wetland Delineation	\$	- \$	-
Sub-Total Direct Non-Salary Costs			\$ 7,461.75

TOTAL ESTIMATED FEE

\$171,066.75

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

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
 2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates included in Exhibit B.
 3. The total compensation for services under Paragraph C2.01 is estimated to be **\$171,066.75**.
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
 5. The total estimated compensation for Engineer’s services included Paragraph C2.01.B.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultant’s charges.
 6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultant’s charges.
 7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

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

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

C2.03 *Other Provisions Concerning Payment*

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

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

Insurance

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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

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

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: Deanne Beltz-Sund	
	PHONE (A/C. No. Ext): 402-861-7000	FAX (A/C. No):
E-MAIL ADDRESS: deanne.beltz@fnicgroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Co.		20443
INSURER B : Continental Insurance Company		35289
INSURER C : Valley Forge Insurance Co.		20508
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 550758686

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6023928716	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6023928747	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6023928702	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6023928733	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims-Made Basis Pollution Legal Liability			AEH288365469	12/31/2024	12/31/2025	Each Claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Seward Nebraska
 142 N. 7th St.
 Seward NE 68434

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

Dispute Resolution

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

H6.09 Dispute Resolution

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

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

Allocation of Risks

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

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

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

3. Consideration of an Ordinance to Amend the Electric Superintendent Pay Rate and to Create a Group Exercise Instructor Position - City Administrator Butcher



Job Title: Group Exercise Instructor
Department: Wellness
FLSA Status: Non-Exempt, Hourly, Part-Time
Revised Date: Created 4/15/25 (Council)

Accountability

Under the direction of the Executive Director of the Wellness Center and Recreation Director, respectively.

Job Summary

Responsible for creating, promoting, and conducting fitness class opportunities while promoting safety, well-being, and inclusion for all patrons.

Essential Job Functions

Creates, plans, and promotes fitness class opportunities in specialized subjects. Provides course information to Recreation Director for addition to Wellness Center website, social media channels, and other marketing means. Informs registered patrons about materials needed and suggested dress code for participation in fitness class—communicates if a class is cancelled or postponed. Leads and conducts fitness classes at established times and instructs participants on actions and/or use of necessary equipment. Ensures courses are being conducted to the established standards of subject's discipline, while promoting safety, well-being, and inclusion for patrons of all ages, abilities, and backgrounds. Recognizes and responds to emergency situations immediately and effectively based upon established policies and procedures. Knows, understands, and consistently enforces safety rules, policies, and guidelines of the facility. Assists with maintaining of a neat and safe facility by returning equipment or materials to their rightful place. Completes records and reports as required, and maintains proper dress code at all times.

Additional Duties and Responsibilities

May attend and participate in staff meetings or trainings as are required.

Knowledge, Abilities and Skills

Thorough knowledge of the subject matter being taught in the course and best practices in proper technique and use of equipment. Knowledge of the Wellness Center's registration software to assist patrons with signup questions. Good oral communication skills to deal courteously and effectively with all ages of the public. Ability to apply first aid or CPR measures; to display a positive, motivating, and encouraging attitude towards patrons of various abilities; to modify exercises and techniques for all fitness levels within the class; and to manage class time. Ability to sit or stand for extended periods of time; possess the energy and endurance to complete the course themselves; experience occasional exposure to wet/humid conditions and/or pool chemicals (if courses are held in natatorium); and to balance, bend, stoop, kneel, lift weights, and move as is necessary to conduct the fitness course. Capability to use a computer to log hours and to write legibly for reporting of participants.

Job Requirements and Experience

Must be at least 18 years old and must hold an acceptable certification or specialized training in the subject area they are leading; Must be able to complete the First Aid and CPR Certification within the first 30 days of employment.

Special Benefit

Employee will be eligible for a free monthly membership (\$45 value) at the Wellness Center for the duration of their employment if the following conditions are met:

1. Must conduct a fitness class at least six times a month on average.
2. Must obtain and maintain necessary trainings and certifications related to subject area.
3. Must offer a safe and inclusive atmosphere to serve patrons of all ages, abilities, and backgrounds.
4. Must follow all policies and procedures established by the Executive Director of the Wellness Center.

Note: *The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.*

ORDINANCE NO. 2025-11

AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO CREATE A GROUP EXERCISE INSTRUCTOR POSITION; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. CLASSIFICATION, RANGES OF COMPENSATION. The classification of officers and employees of the City of Seward, Nebraska, pay grades and ranges of compensation for such classification are as follows:

2024-2025 SALARY SCHEDULE PAY RANGE RATES

A. CLERICAL (HOURLY)	MIN	MAX
Payroll Clerk	20.71	27.99
Utility Billing/Account Clerk	18.40	25.86
Administrative Assistant	17.81	25.09
Admin Assistant – Municipal Bldg	16.87	22.99
Library Assistant II	19.04	25.05
Library Assistant I	14.55	17.00
Library Clerk	11.77	14.67
Aging Services Commission Assistant	17.75	25.52
Clubhouse Bartender	15.45	18.54
Golf Shop Seasonal Employee	11.58	14.04
B. LABOR & TRADES (HOURLY)	MIN	MAX
Civic Center Assistant	11.55	13.48
Custodian	14.96	22.28
Electric Line Crew Chief	45.08	56.15
Electric Journeyman Lineman	39.83	53.68
Electric Lineman	39.83	53.68
Electric Seasonal Groundman	22.02	25.97
Meter Maintenance Utility Worker	20.37	26.78
Utilities Locator	19.75	36.94
Assistant Public Properties Director	24.49	30.85
Public Properties Maintenance Worker	17.47	25.81
Child Care Director	21.15	25.77
Child Watch Attendant	13.50	14.50
Facility Director	20.19	24.60
Group Exercise Instructor	15.00	15.00
Wellness Center Lifeguard	13.50	14.50
Wellness Center Lead Attendant	14.50	15.50
Wellness Center Attendant	13.50	14.50

Street Foreman	26.67	34.48
Street Maintenance Worker III	21.52	28.21
Street Maintenance Worker II	19.19	25.88
Street Maintenance Worker I	18.60	23.26
Burn Site Assistant	11.81	16.96
Recycling Center Worker	11.81	16.96
Facility Maintenance Supervisor	27.70	36.78
WW Treatment/Sanitary System Operator	23.06	30.67
Senior Utility Maintenance Worker II	25.39	34.14
Utility Maintenance Worker II	24.07	33.02
Utility Maintenance Worker I	21.84	29.11
Summer Seasonal Laborer	15.02	15.61
Pool Manager	16.09	18.67
Assistant Pool Manager	14.17	16.44
Swim Program Coordinator	13.87	16.03
Lifeguard	13.50	14.50
Pool Office/Concession Work	12.00	13.00
Water Safety Instructor	13.50	14.50
Water Safety Instructor Aide	8.00	9.00
C. PUBLIC SAFETY (HOURLY)	MIN	MAX
Police Sergeant	30.22	39.54
Police Officer II	29.02	35.41
Police Officer I	26.69	33.21
Administrative Secretary/Records Clerk	18.62	25.61
Community Service Officer	16.23	22.97
D. SUPERVISORY, TECHNICAL & ADMINISTRATIVE (MONTHLY)	MIN	MAX
City Administrator	11,253	13,582
Chief of Police	7,706	9,530
City Engineer	7,032	9,375
Police Captain	6,752	8,016
Electric Superintendent	8,241	10,600
Public Properties Director	6,001	7,461
City Clerk/Human Resources Director	5,916	8,214
Water/Wastewater Director	5,689	8,453
Street Superintendent	5,871	7,512
Finance Director/Treasurer	7,577	9,702
Library Director	5,204	6,456
Deputy Treasurer	4,998	6,112
Golf Course Superintendent	4,998	5,828
Building/Zoning/Code Enforcement Director	5,094	6,356
Executive Director of Wellness Center	4,998	5,828
Recreation Director	3,632	5,348
Golf Shop Manager	3,494	4,545
Assistant Library Director	3,486	4,713
Civic Center Manager	3,698	4,098

Section 2. LONGEVITY PAY. Each employee, who has completed their introductory period, will, for each year of service to the City, receive three dollars and forty-seven cents (\$3.47) per month if classified as exempt, or two cents (\$0.02) per hour if classified as non-exempt. This pay will be in addition to the established base

pay in their classification as set forth in Section One of this ordinance.

Section 3. COMPENSATION PAYABLE BIWEEKLY. The compensation and salary fixed for the respective officers and employees of the City by this ordinance shall be paid biweekly.

Section 4. PART-TIME EMPLOYEES. Persons employed by the City on a part-time or occasional basis shall be paid on an hourly rate and at such time as shall be fixed by the Mayor and Council by motion.

Section 5. REPEAL. Any City of Seward ordinance, resolution, or employee handbook or part of any ordinance, resolution, or employee handbook of the City of Seward, Nebraska in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 6. WHEN OPERATIVE. This ordinance shall be effective after its approval, passage and publication as required by law and the ordinances of the City.

Passed and approved this 15th day of April, 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

2024-2025 (EFFECTIVE 1ST FULL PAY PERIOD FOLLOWING OCTOBER 1, 2024)

POSITION	CLERICAL (HOURLY)								
	1	2	3	4	5	6	7	8	9
PAYROLL CLERK	20.71	21.62	22.53	23.44	24.35	25.26	26.17	27.08	27.99
UTIL BILLING/ACCOUNT CLERK	18.40	19.33	20.26	21.20	22.13	23.06	24.00	24.93	25.86
ADMIN ASSISTANT	17.81	18.72	19.63	20.54	21.45	22.36	23.27	24.18	25.09
ADMIN ASSISTANT - MUNI BUILDING	16.87	17.64	18.40	19.17	19.93	20.70	21.46	22.22	22.99
LIBRARY ASSISTANT II	19.04	19.80	20.55	21.30	22.05	22.80	23.55	24.30	25.05
LIBRARY ASSISTANT I	14.55	14.86	15.16	15.47	15.77	16.08	16.38	16.69	17.00
LIBRARY CLERK	11.77	12.13	12.50	12.86	13.22	13.58	13.94	14.31	14.67
AGING SERV. COMM. ASSISTANT	17.75	18.72	19.69	20.66	21.64	22.61	23.58	24.55	25.52
CLUBHOUSE BARTENDER	15.45	15.84	16.22	16.61	17.00	17.38	17.77	18.15	18.54
GOLF SHOP SEASONAL EMPLOYEE	11.58	11.88	12.19	12.50	12.81	13.12	13.42	13.73	14.04

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
CIVIC CENTER ASSISTANT	11.55	11.79	12.03	12.27	12.51	12.76	13.00	13.24	13.48
CUSTODIAN	14.96	15.87	16.79	17.70	18.62	19.53	20.45	21.36	22.28
ELECTRIC LINE CREW CHIEF	45.08	46.47	47.85	49.23	50.61	52.00	53.38	54.76	56.15
ELECTRIC JOURNEYMAN LINEMAN	39.83	41.56	43.29	45.03	46.76	48.49	50.22	51.95	53.68
ELECTRIC LINEMAN	39.83	41.56	43.29	45.03	46.76	48.49	50.22	51.95	53.68
ELECTRIC SEASONAL GROUNDMAN	22.02	22.51	23.01	23.50	23.99	24.49	24.98	25.47	25.97
METER MAINTENANCE UTILITY WORKER	20.37	21.17	21.98	22.78	23.58	24.38	25.18	25.98	26.78
UTILITIES LOCATOR	19.75	21.89	24.04	26.19	28.34	30.49	32.64	34.79	36.94
ASSIST. PUBLIC PROP. DIRECTOR	24.49	25.29	26.08	26.88	27.67	28.47	29.26	30.05	30.85
PUBLIC PROP. MAINTENANCE WORKER	17.47	18.51	19.55	20.60	21.64	22.68	23.73	24.77	25.81
SUMMER SEASONAL LABORER	15.02	15.61							
POOL MANAGER	16.09	16.41	16.74	17.06	17.38	17.70	18.03	18.35	18.67
ASST. POOL MANAGER	14.17	14.45	14.74	15.02	15.31	15.59	15.87	16.16	16.44
SWIM PROGRAM COORDINATOR	13.87	14.14	14.41	14.68	14.95	15.22	15.49	15.76	16.03
POOL LIFEGUARD	13.50	14.50							
POOL OFFICE/CONCESSIONS	12.00	13.00							
WATER SAFETY INSTR.	13.50	14.50							
WATER SAFETY INSTR. AIDE	8.00	9.00							
CHILD CARE DIRECTOR	21.15	21.73	22.31	22.89	23.46	24.04	24.62	25.20	25.77
FACILITY DIRECTOR	20.19	20.74	21.29	21.84	22.40	22.95	23.50	24.05	24.60
CHILD WATCH ATTENDANT	13.50	14.50							
GROUP EXERCISE INSTRUCTOR	15.00								
WELLNESS CENTER LIFEGUARD	13.50	14.50							
WELLNESS CENTER LEAD ATTENDANT	14.50	15.50							
WELLNESS CENTER ATTENDANT	13.50	14.50							
STREET FOREMAN	26.67	27.64	28.62	29.60	30.58	31.55	32.53	33.51	34.48
STREET MAINT. WORKER III	21.52	22.35	23.19	24.03	24.86	25.70	26.54	27.37	28.21
STREET MAINT. WORKER II	19.19	20.03	20.86	21.70	22.54	23.37	24.21	25.05	25.88
STREET MAINT. WORKER I	18.60	19.18	19.77	20.35	20.93	21.51	22.09	22.68	23.26

RECYCLING WORKER	11.81	12.46	13.10	13.75	14.39	15.03	15.68	16.32	16.96
BURN SITE ASSISTANT	11.81	12.46	13.10	13.75	14.39	15.03	15.68	16.32	16.96
FACILITY MAINTENANCE SUPERV	27.70	28.83	29.97	31.10	32.24	33.37	34.51	35.65	36.78
WW TRMT / SANITARY SYS OPER	23.06	24.01	24.96	25.92	26.87	27.82	28.77	29.72	30.67
SENIOR UTIL. MAINT. WORKER II	25.39	26.48	27.58	28.67	29.77	30.86	31.96	33.05	34.14
UTIL MAINT. WORKER II	24.07	25.19	26.31	27.43	28.55	29.67	30.78	31.90	33.02
UTIL MAINT. WORKER I	21.84	22.74	23.65	24.56	25.47	26.38	27.29	28.20	29.11

POLICE (HOURLY)

POSITION	1	2	3	4	5	6	7	8	9
POLICE SERGEANT	30.22	31.39	32.55	33.72	34.88	36.05	37.21	38.38	39.54
POLICE OFFICER II	29.02	29.81	30.61	31.41	32.21	33.01	33.81	34.61	35.41
POLICE OFFICER I	26.69	27.50	28.32	29.13	29.95	30.76	31.58	32.39	33.21
ADM/SEC RECORDS CLK PD	18.62	19.50	20.37	21.24	22.11	22.99	23.86	24.73	25.61
COMMUNITY SERVICE OFFICER	16.23	17.07	17.92	18.76	19.60	20.44	21.28	22.13	22.97

ADVISORY, TECHNICAL, ADMINISTRATIVE (MONTHLY)

POSITION	1	2	3	4	5	6	7	8	9
CITY ADMINISTRATOR	11,253	11,544	11,835	12,126	12,417	12,708	12,999	13,290	13,582
CHIEF OF POLICE	7,706	7,934	8,162	8,390	8,618	8,846	9,074	9,302	9,530
CITY ENGINEER	7,032	7,325	7,618	7,911	8,203	8,496	8,789	9,082	9,375
POLICE CAPTAIN	6,752	6,910	7,068	7,226	7,384	7,542	7,700	7,858	8,016
ELECTRIC SUPERINTENDENT	8,241	8,536	8,831	9,126	9,420	9,715	10,010	10,305	10,600
PUBLIC PROPERTIES DIRECTOR	6,001	6,183	6,366	6,548	6,731	6,914	7,096	7,279	7,461
CITY CLERK/HR DIRECTOR	5,916	6,204	6,491	6,778	7,065	7,353	7,640	7,927	8,214
W/WWTW DIRECTOR	5,689	6,034	6,380	6,725	7,071	7,417	7,762	8,108	8,453
STREET SUPERINTENDENT	5,871	6,076	6,281	6,486	6,691	6,896	7,102	7,307	7,512
FINANCE DIRECTOR/TREASURER	7,577	7,842	8,108	8,374	8,639	8,905	9,170	9,436	9,702
LIBRARY DIRECTOR	5,204	5,360	5,517	5,673	5,830	5,986	6,143	6,299	6,456
DEPUTY TREASURER	4,998	5,137	5,276	5,415	5,555	5,694	5,833	5,973	6,112
GOLF COURSE GROUNDS SUPERINTENDENT	4,998	5,101	5,205	5,309	5,413	5,516	5,620	5,724	5,828
BLDG/ZONING/CODE ENFORCEMENT	5,094	5,252	5,410	5,568	5,725	5,883	6,041	6,198	6,356
EXECUTIVE DIRECTOR WELLNESS CENTER	4,998	5,101	5,205	5,309	5,413	5,516	5,620	5,724	5,828
RECREATION DIRECTOR	3,632	3,846	4,061	4,275	4,490	4,704	4,919	5,133	5,348
GOLF SHOP MANAGER	3,494	3,625	3,757	3,888	4,020	4,151	4,282	4,414	4,545
ASST LIBRARY DIRECTOR	3,486	3,639	3,792	3,946	4,099	4,253	4,406	4,560	4,713
CIVIC CENTER MANAGER	3,698	3,748	3,798	3,848	3,898	3,948	3,998	4,048	4,098

4. Consideration of a Resolution to Designate City Items as Surplus - City Clerk Bargmann

RESOLUTION NO. 2025-7

WHEREAS, the City of Seward, Nebraska has the authority to sell personal property owned by the City; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or more, the City Council shall declare said property as surplus property and approve its disposal; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or less, a listing of said property shall be posted; and

WHEREAS, the Governing Body determines that the City Administrator should act and that items should be sold and disposed of by the City of Seward; and

WHEREAS, the City of Seward, Nebraska has the following described property:

City of Seward - Surplus Property Items:

Item	Quantity	Department
#1. John Deere Snow Blower, Model TRS27	1	<i>Public Properties</i>
#2. John Deere Snow Blower, Model TRS26	1	<i>Public Properties</i>
#3. Yard Machines by MTD, 5HP Snowblower	1	<i>Public Properties</i>
#4. Assorted Playground Equipment	1	<i>Public Properties</i>
#5. 1971 Ellio Co 5-Ton Pole Trailer	1	<i>Electric</i>
#6. Wooden White Board Cabinet, 47.5"H x 47.5W x 5" deep	1	<i>Police</i>
#7. Clear Plexiglass Sheet, 8' x 6'	1	<i>Police</i>

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

That the above described property be sold or destroyed by the City of Seward in accordance with the procedures set forth in Section 44-1.26 of the Seward City Code.

The Mayor declared the resolution adopted. Dated this 15th day of April 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

DISCLAIMER:

All items are sold 'as is' and all sales are final. The bid opening date for items indicated below will be at 10 AM on Monday, May 5, 2025, at City Hall.

Items Declared Surplus by City Council Action on March 18, 2025:

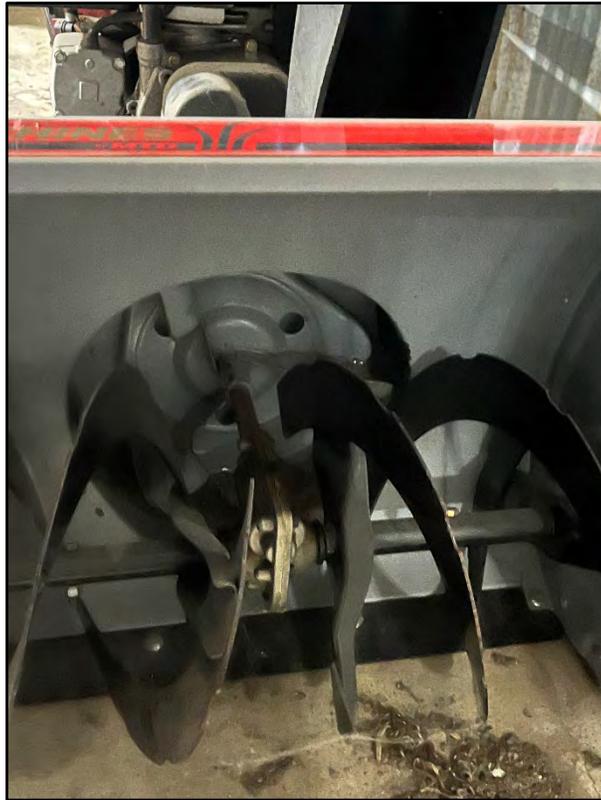
(ITEM #1) John Deere Snow Blower, Model TRS27



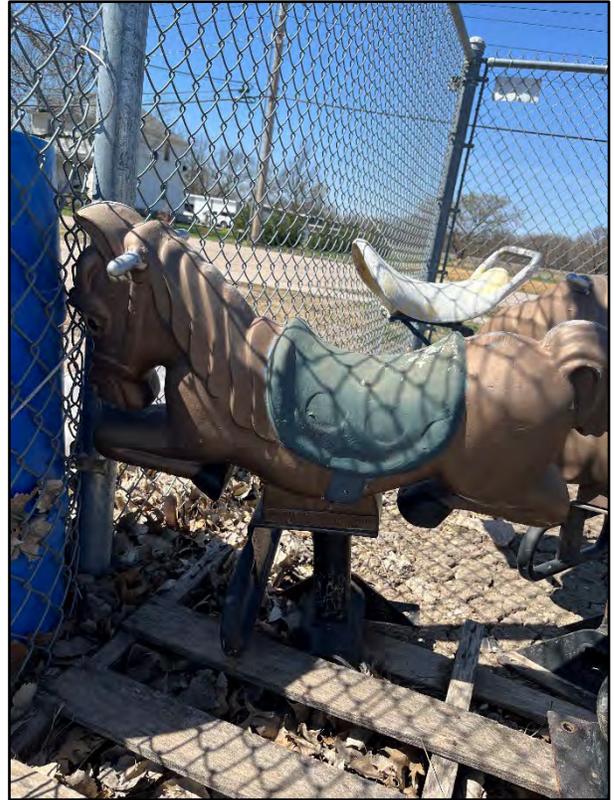
(ITEM #2) John Deere Snow Blower, Model TRS26



(ITEM #3) Yard Machines by MTD, 5HP Snowblower



(ITEM #4) Assorted Playground Equipment – sold as lot.



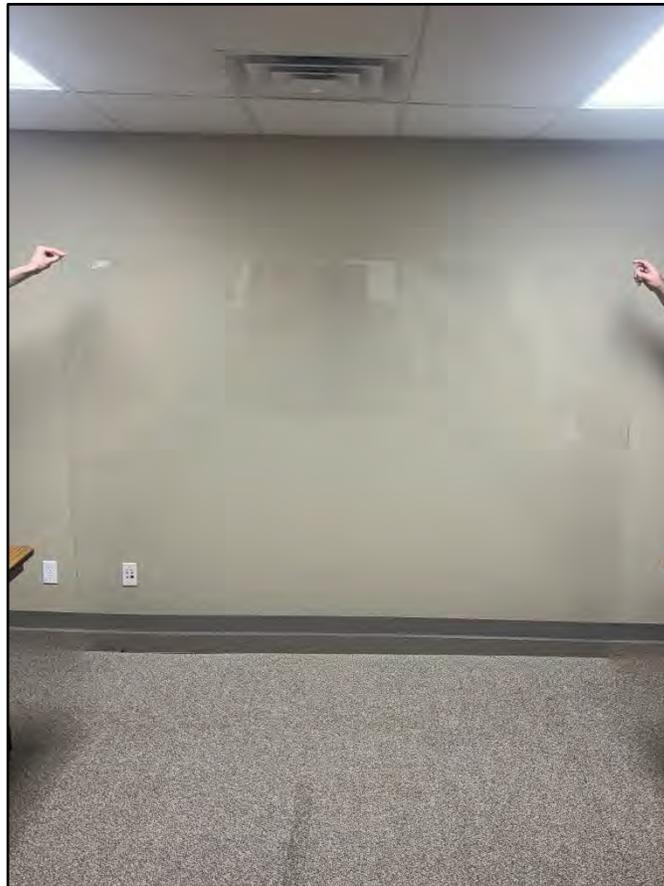
(ITEM #5) 1971 Elliot Co 5-Ton Pole Trailer



(ITEM #6) Wooden White Board Cabinet, 47.5"H x 47.5"W x 5" deep



(ITEM #7) Clear Plexiglass Sheet, 8' x 6'



5. Discuss Future Amendment to City Code 410-44.8, Regarding Board of Adjustment - City Administrator Butcher

LEGISLATIVE BILL 289

Approved by the Governor March 17, 2025

Introduced by Urban Affairs Committee: McKinney, 11, Chairperson; Cavanaugh, J., 9; Clouse, 37; Quick, 35; Rountree, 3; Sorrentino, 39.

A BILL FOR AN ACT relating to cities and villages; to amend sections 17-201, 17-202, and 19-911, Reissue Revised Statutes of Nebraska, and section 18-2709, Revised Statutes Cumulative Supplement, 2024; to change provisions relating to the incorporation of a village and the number, election, and term of members on a village board of trustees; to provide a procedure for changing the number of members on a village board of trustees; to allow certain city councils to constitute a board of adjustment; to redefine qualifying business under the Local Option Municipal Economic Development Act; and to repeal the original sections.

Be it enacted by the people of the State of Nebraska,

Section 1. Section 17-201, Reissue Revised Statutes of Nebraska, is amended to read:

17-201 (1) Any municipality containing not less than one hundred nor more than eight hundred inhabitants as determined by the most recent federal decennial census or the most recent revised certified count by the United States Bureau of the Census incorporated as a village under the laws of this state, any village that votes to retain village government as provided in section 17-312, and any city of the second class that has adopted village government as provided by sections 17-306 to 17-309 shall be a village and shall have the rights, powers, and immunities granted by law to villages. The population of a village shall consist of the people residing within the territorial boundaries of such village and the residents of any territory duly and properly annexed to such village.

(2) Whenever a majority of the inhabitants of any village, not incorporated under any laws of this state, present a petition to the county board of the county in which the petitioners reside, requesting that they may be incorporated as a village and designating the name they wish to assume, whether the village board of trustees will have three or five members, and the metes and bounds of the proposed village, and a majority of the members of such county board are satisfied that a majority of the inhabitants of the proposed village have signed such petition and that inhabitants to the number of one hundred or more are actual residents of the territory described in the petition, the county board shall declare the proposed village incorporated, enter the order of incorporation upon its records, and designate the metes and bounds of such village. Thereafter the village shall be governed by the provisions of law applicable to the government of villages. The county board shall, at the time of the incorporation of the village, appoint three or five persons pursuant to the number of members of the village board designated in the petition, having the qualifications provided in section 17-203, as the village board of trustees, who shall hold their offices and perform all the duties required of them by law until the election and qualification of their successors at the time and in the manner provided in section 17-202, except that the county board shall not declare a proposed village incorporated or enter an order of incorporation if any portion of the territory of such proposed village is within five miles of another incorporated municipality.

Sec. 2. Section 17-202, Reissue Revised Statutes of Nebraska, is amended to read:

17-202 The corporate powers and duties of every village shall be vested in a board of trustees which shall consist of three or five members. At the first statewide general election held after the incorporation of a village with five members, two trustees shall be elected to serve two years and three trustees shall be elected to serve four years. At the first statewide general election held after the incorporation of a village with three members, two trustees shall be elected to serve four years and one trustee shall be elected to serve two years. At the first statewide general election held after changing the number of trustees from five to three, one trustee shall be elected to serve two years and two trustees shall be elected to serve four years. The two trustees receiving the highest and second highest number of votes or tied for the highest number of votes shall serve the four-year terms, and the trustee receiving the next highest number of votes shall serve the two-year term. Thereafter the board members shall be elected as provided in the Election Act. The terms shall begin on the first regular meeting of the board in December following the statewide general election. The changes made to this section by Laws 1994, LB 76, and Laws 1995, LB 194, shall not change the staggering of the terms of the board members in villages established prior to January 1, 1995.

Sec. 3. (1) Pursuant to petitions filed or a vote of the village board of trustees under subsection (2) of this section, the registered voters in any village may vote at any statewide general election as to whether the village board of trustees shall consist of three or five members. Upon the completion of the canvass by the county canvassing board, the proposition shall be decided and, if the number of members is:

(a) Increased from three to five members, vacancies shall be deemed to exist and the procedures set forth in sections 32-568 and 32-569 shall be followed; or

(b) Decreased from five to three members, the procedures set forth in section 17-202 shall be followed.

(2)(a) A registered voter of a village may file a petition or petitions for the submission of the question regarding the number of members on the village board of trustees. The petition or petitions shall be signed by registered voters equal in number to at least five percent of the electors registered to vote in the village at the preceding statewide general election. The petitions shall conform with the requirements of section 32-628 and be procured from the village clerk with assistance from the election commissioner or county clerk. The petitions shall be filed with the election commissioner or county clerk not less than seventy days prior to the date of the general election. No signatures shall be added or removed from the petitions after they have been filed. Petitions shall be verified as provided in section 32-631.

(b) A village board of trustees may, by majority vote of all members, adopt a resolution for the submission of the question regarding the number of members on the village board. The resolution shall be filed with the election commissioner or county clerk not less than seventy days prior to the date of the general election.

(3) If the resolution is so filed or the petition or petitions are found to contain the required number of valid signatures, the election commissioner or county clerk shall cause the question to be submitted to the voters of the village at such statewide general election and give notice thereof in the general notice of such election. The form of the ballot shall be respectively: For three members of the village board of trustees or for five members of the village board; and the same shall be printed upon the regular ballots cast for officers voted for at such election and shall be counted and canvassed in the same manner.

(4) If a majority of votes cast at the election favor the proposition for three members of the village board of trustees, thereafter the village shall have three members, and if a majority of the ballots cast at the election favor the proposition for five members of the village board, thereafter the village shall have five members.

Sec. 4. Section 18-2709, Revised Statutes Cumulative Supplement, 2024, is amended to read:

18-2709 (1) Qualifying business means any corporation, partnership, limited liability company, or sole proprietorship which derives its principal source of income from any of the following: The manufacture of articles of commerce; the conduct of research and development; the processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce; the sale of services in interstate commerce; headquarters facilities relating to eligible activities as listed in this section; telecommunications activities, including services providing advanced telecommunications capability; tourism-related activities; or the production of films, including feature, independent, and documentary films, commercials, and television programs.

(2) Qualifying business also means:

(a) In cities of the first class, cities of the second class, and villages, a business that derives its principal source of income from the construction or rehabilitation of housing;

(b) In cities of the first class, cities of the second class, and villages, a business that derives its principal source of income from early childhood care and education programs;

(c) A business that derives its principal source of income from retail trade, ~~except that no more than forty percent of the total revenue generated pursuant to the Local Option Municipal Economic Development Act for an economic development program in any twelve-month period and no more than twenty percent of the total revenue generated pursuant to the act for an economic development program in any five-year period, commencing from the date of municipal approval of an economic development program, shall be used by the city for or devoted to the use of retail trade businesses.~~ For purposes of this subdivision, retail trade means a business which is principally engaged in the sale of goods or commodities to ultimate consumers for their own use or consumption and not for resale; and

(d) In cities with a population of five thousand inhabitants or less as determined by the most recent federal decennial census or the most recent revised certified count by the United States Bureau of the Census, a business shall be a qualifying business even though it derives its principal source of income from activities other than those set out in this section.

(3) If a business which would otherwise be a qualifying business employs people and carries on activities in more than one city in Nebraska or will do so at any time during the first year following its application for participation in an economic development program, it shall be a qualifying business only if, in each such city, it maintains employment for the first two years following the date on which such business begins operations in the city as a participant in its economic development program at a level not less than its average employment in such city over the twelve-month period preceding participation.

(4) A qualifying business need not be located within the territorial boundaries of the city from which it is or will be receiving financial assistance.

(5) Qualifying business does not include a political subdivision, a state agency, or any other governmental entity, except as allowed for cities of the first class, cities of the second class, and villages for rural infrastructure development as provided for in subdivision (3)(b) of section 18-2705.

Sec. 5. Section 19-911, Reissue Revised Statutes of Nebraska, is amended to read:

19-911 Notwithstanding the provisions of sections 19-907 and 19-908, the city council of a city of the first class, the city council of a city of the second class, or a ~~the~~ village board of trustees may, except as set forth in section 19-912.01, provide by ordinance that such city council or village board ~~it~~ shall constitute a board of adjustment, and in the regulations and restrictions adopted pursuant to the authority of sections 19-901 to 19-905 may provide that as such board of adjustment it may exercise only the powers granted to boards of adjustment by section 19-910. As such board of adjustment, the city council or ~~the~~ village board of trustees shall adopt rules and procedures that are in harmony with sections 19-907 to 19-910 and shall have the powers and duties of a board of adjustment provided for in such sections, and other parties shall have all the rights and privileges provided for in such sections. The concurring vote of two-thirds of the members of the city council or ~~the~~ village board of trustees acting as a board of adjustment shall decide any question upon which it is required to pass as such board of adjustment.

Sec. 6. Original sections 17-201, 17-202, and 19-911, Reissue Revised Statutes of Nebraska, and section 18-2709, Revised Statutes Cumulative Supplement, 2024, are repealed.

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 4/15/25

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (punch list), Highway 15 Watermain (punch items) and Highway 15 Reconstruction (paint, sod and seed) design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, bid of Worthmann Blvd.
- Water Tower project underway, paint coat issues have led to substantial delays. Painting has resumed.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups. Review policy items, setting schedules, ensuring lifeguard classes are full.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, and related legal matters.
- Caselle accounting system project conversion implementation.
- Met with Electric Department Line Crew Chief regarding open positions.
- Review of overhead transmission line replacement from 2025 Blizzard damages.
- Follow up items related to LB 840 application for 6th Street Café.
- Check in meeting with Building and Zoning Staff.
- Numerous items related to the Emergency Declaration of the 2025 Blizzard.
- Assisted with Mutual Aid request to Beatrice for electric lineman.
- Met with County Commissioners on Emergency Response.
- Conducted final 6 month evaluations with Department Heads.
- Reviewed appeal of an employee evaluation.
- Zoom meeting with DARI project and wastewater teams specifically about wastewater pretreatment.
- Met with JEO Project Engineer on Levee Project next steps. Met with NEMA to discuss deliverables for the project.
- Discussion on bonding street and electric projects for 2025.
- Attended Civic Center meeting with State Fire Marshall's office.
- Met with numerous County Commissioners on Emergency response and management during the 2025 Blizzard.
- Reviewed Wellness Center Finances with Executive Director and City Finance Director.
- Met on the Bluff Road Bridge replacement project.

Police Department

- Health Fair at Ag Pavillion
- TIM meeting
- HHS Office of Emergency Health Systems Friday
- CASA Board Meeting
- Connecting the Dots
- LEPC Quarterly meeting
- First Responders meeting

City Clerk/Human Resources/City Hall

- Coordinate with Joel, Jamie and Laurie on Lifeguard hiring
- Surplus Auction: Accepting bids through 4/11
- Sending updated wage letters to qualifying employees
- Establish policy for barricades, trash cans, picnic tables with Bob & Bob
- Nebraska City Utility Comparability Due 4/11
- Connect the Dots Tuesday Morning

Water/Wastewater Department

- 1st Quarter 2025 Discharge Monitoring Reports

- Recirculation valve evaluation at WWTF
- R.O. 3rd Skid actuator discussion
- Senior Center Sewer discussion
- Evoqua with SHE Meeting
- Outdoor Pool Meeting
- Monthly manhole checklist
- W/WW will start summer hours (7am-3:30pm) Monday May 5th

Parks and Rec/Cemetery/Golf/Pool

- Open Campgrounds
- Ball Field Maintenance and turn water on
- Outdoor Pool Meeting
- Run with the Cops Saturday
- Put up Pickleball and tennis nets

Civic Center

- Fire Marshall inspection Thursday
- BIC working on railings
- Website is almost ready to launch
- Concordia students helped pick up trash, sticks and branches
- There is a leak in the roof, one ceiling tile damaged and a little wet carpet.
- Failed Fire Marshall inspection, Mark to submit a plan of correction
- Punch list items still not complete
- Moving forwards with irrigation company

Electric Department

- Install new secondaries to golf cart shed
- Switch systems back to normal feeds
- Replace 2 poles at fairgrounds
- Clean up oil spill Steve Connor's yard
- Fix floater 600 block N 5th Street
- Replace 3 broken street light poles
- Work on FEMA documentation and 34.5 replacement
- Trench primary conduit 14th St Apartments
- Jared will attend NPPD meeting in York

Street Department

- Storm Tree Trimming
- Push up burnsite and burn branches
- Spring Sweeping
- Repair two driveway approaches
- Drag Walker Road
- Start hot mix cement repair

Library

- National Library Week with Spirit Week contest.
- Craft Night Monday
- Pajama Story Time Wednesday
- Book Review Bingo
- York University Theater Group Saturday

Building Inspection/Planning Department

- Board of Adjustment – Dan Briggs variance request for 3 acre replat in the ETJ
- B/Z check in
- Senior Center Sewer Discussion
- Habitat House with Habitat of Lincoln for new house at 628 S 1st Street
- Constructors bringing stencils for Fast Mart sidewalk replacement
- ADA Parking

Engineering

- 500k Water Tower – sandblasting and coating, seeding
- DARI LLC meeting
- WWTP Upgrade – meeting SEH, meeting with Xylem, WIFIA submittal, NDEE submittal
- RO Plant 3rd Skid – monthly meeting
- Rail Campus Watermain Extension Phase I – testing phase.
- Rail Campus Watermain Extension Phase II – advertise for bids (City Council 4/1)
- Worthman Blvd – advertise for bids (City Council 4/1)
- Plum Creek Bridge – meeting w/NEMA & FEMA, public outreach comments
- Levee Pump Station – HDR response to USACE seeking exemption
- East Hillcrest Drive – plan set updates, coordination on electric relocation, easements and R.O.W

Finance Department

- Payroll & Quarterly Reports
- Review/Correct possible duplicate GL entries in Caselle
- Utility Shut-Off
- Balance March Financials
- Airport Financials
- Setup Budget Spreadsheet

Seward Wellness Center

- Open House was well attended
- Over 1,200 individuals have membership
- Jr. Women’s Club Presentation
- Building out group fitness class schedules
- Site Update:
 - Landscaping
 - Irrigation getting finished up
 - Seeding/Sod/Plantings as soon as allowed

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

1. Strategy Session with City Attorney Regarding Real Estate Interests - City Attorney Hoffschneider

MOTION TO ADJOURN

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

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

Derek Bargmann, City Clerk

Date