



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

Tuesday, June 3, 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, June 3, 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. Claims & Payables Reports

Report Criteria:

Invoices with totals above \$0.00 included.
Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ACLARA TECHNOLOGIES LLC								
13	ACLARA TECHNOLOGIES LLC	445028813	CASSELLE/ACLARA INTERFAC	05/12/2025	7,990.00	7,990.00	05/31/2025	
Total ACLARA TECHNOLOGIES LLC:					7,990.00	7,990.00		
ADAM DOWLING								
83313	ADAM DOWLING	2025	LEGION PAYMENT RETURNED	05/22/2025	200.00	200.00	05/31/2025	
Total ADAM DOWLING:					200.00	200.00		
ADE								
27	ADE	1508	SQUARE TUBING SU	04/08/2025	31.50	31.50	05/31/2025	
27	ADE	1537	TITAL DUMP TRAILER PIN RE	05/15/2025	25.00	25.00	05/31/2025	
Total ADE:					56.50	56.50		
AKRS EQUIPMENT INC								
970	AKRS EQUIPMENT INC	4177588	TIRE RE	05/16/2025	138.21	138.21	05/31/2025	
970	AKRS EQUIPMENT INC	4182597	LATCH RE	05/21/2025	43.07	43.07	05/31/2025	
970	AKRS EQUIPMENT INC	4175425	JD X739 MOWER GRILL RE	05/14/2025	104.18	104.18	05/31/2025	
Total AKRS EQUIPMENT INC:					285.46	285.46		
ALTEC INDUSTRIES INC								
18	ALTEC INDUSTRIES INC	13004481	CLAMPS SU	05/21/2025	461.62	461.62	05/31/2025	
Total ALTEC INDUSTRIES INC:					461.62	461.62		
AMAZON CAPITAL SERVICES INC								
108	AMAZON CAPITAL SERVICES IN	1DJ3-XXPP-RT	TONER/INK SU	05/16/2025	139.90	139.90	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1FV7-Y6WL-T	TONER/INK SU	05/16/2025	167.99	167.99	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1YH7-7FNQ-J	OFFICE SU	05/15/2025	56.38	56.38	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1KKK-LMT3-94	MATERIALS MAT CR	05/12/2025	6.29	6.29	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1KW7-YGXH-X	MATERIALS MAT	05/20/2025	19.25	19.25	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1LMY-HJQH-H	MATERIALS MAT	05/19/2025	6.29	6.29	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1RHJ-J3FX-GL	MATERIALS MAT	05/19/2025	18.72	18.72	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	14L1-HK3M-3	CLEANING SUPPLIES BU	05/14/2025	12.99	12.99	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1RXW-LMX4-K	PUZZLES SU	05/15/2025	152.89	152.89	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	14NF-6QWH-K	TRIPOLE DESK FAN/M HANS S	05/15/2025	2.33	2.33	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1J6C-JMWK-6J	PENDAFLEX FILES/D CIHAL SU	05/12/2025	23.27	23.27	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	14NF-6QWH-K	TRIPOLE DESK FAN/M HANS S	05/15/2025	2.33	2.33	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1J6C-JMWK-6J	PENDAFLEX FILES/D CIHAL SU	05/12/2025	23.27	23.27	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	14NF-6QWH-K	TRIPOLE DESK FAN/M HANS S	05/15/2025	2.33	2.33	05/31/2025	
108	AMAZON CAPITAL SERVICES IN	1J6C-JMWK-6J	PENDAFLEX FILES/D CIHAL SU	05/12/2025	23.26	23.26	05/31/2025	
Total AMAZON CAPITAL SERVICES INC:					644.91	644.91		
AMG TECHNOLOGY LLC								
84057	AMG TECHNOLOGY LLC	B125314661-3	FIBER 5-18/6-17-2025	05/18/2025	103.35	103.35	05/31/2025	
Total AMG TECHNOLOGY LLC:					103.35	103.35		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AQUA-CHEM INC								
114	AQUA-CHEM INC	00208153	Chemical Supplies SU	05/13/2025	429.10	429.10	05/31/2025	
Total AQUA-CHEM INC:					429.10	429.10		
BIZCO TECHNOLOGIES								
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	40.24	40.24	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	20.12	20.12	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	643.82	643.82	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	20.12	20.12	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	80.48	80.48	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	241.43	241.43	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	281.67	281.67	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	80.48	80.48	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	100.60	100.60	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	80.48	80.48	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	241.43	241.43	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	160.96	160.96	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	80.48	80.48	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	20.12	20.12	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	321.91	321.91	05/31/2025	
83249	BIZCO TECHNOLOGIES	INV00464900	UBIQUITI SWITCH/EL SHOP IT	05/19/2025	927.76	927.76	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	4,023.88	4,023.88	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	643.82	643.82	05/31/2025	
83249	BIZCO TECHNOLOGIES	824728-AT	SUPPORT/EMAIL LICENSE MAY	05/10/2025	965.72	965.72	05/31/2025	
Total BIZCO TECHNOLOGIES:					8,975.52	8,975.52		
BLACKBURN MANUFACTURING CO								
145	BLACKBURN MANUFACTURING	IN0005265	QUIK-MARK PAINT SU	05/20/2025	652.90	652.90	05/31/2025	
Total BLACKBURN MANUFACTURING CO:					652.90	652.90		
BORDER STATES INDUSTRIES INC								
610	BORDER STATES INDUSTRIES I	930424061	08 F.ARMS INV	05/20/2025	947.03	947.03	05/31/2025	
610	BORDER STATES INDUSTRIES I	930424072	COPPER CONNECTOR SU	05/20/2025	342.93	342.93	05/31/2025	
610	BORDER STATES INDUSTRIES I	930424061	INV ST	05/20/2025	71.03	71.03	05/31/2025	
Total BORDER STATES INDUSTRIES INC:					1,360.99	1,360.99		
BOUND TREE MEDICAL LLC								
82	BOUND TREE MEDICAL LLC	85773751	STICKIT STRIPS MED SU	05/15/2025	26.38	26.38	05/31/2025	
Total BOUND TREE MEDICAL LLC:					26.38	26.38		
BRIAN PETERS								
876	BRIAN PETERS	5-14-2025	NJJA CONF/PCAN MEET MEALS	05/14/2025	66.00	66.00	05/31/2025	
Total BRIAN PETERS:					66.00	66.00		
CALLAWAY GOLF								
182	CALLAWAY GOLF	940363890	MERCH SU	05/18/2025	3,103.77	3,103.77	05/31/2025	
182	CALLAWAY GOLF	940365856	MERCH SU	05/19/2025	278.40	278.40	05/31/2025	
Total CALLAWAY GOLF:					3,382.17	3,382.17		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CAPITAL BUSINESS SYSTEMS INC								
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	102.76	102.76	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	8.56	8.56	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	8.56	8.56	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	8.56	8.56	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	85.63	85.63	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	8.56	8.56	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	8.56	8.56	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266174	Canon Image Runner 4-15/5-14-2	05/21/2025	112.13	112.13	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	8.56	8.56	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	205.52	205.52	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266176	Canon ImagePrograf TX-4100 + P	05/21/2025	184.61	184.61	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	102.76	102.76	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266176	Canon ImagePrograf TX-4100 + P	05/21/2025	92.30	92.30	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	77.07	77.07	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	77.07	77.07	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	42.82	42.82	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	85.63	85.63	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	8.56	8.56	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	8.56	8.56	05/31/2025	
690	CAPITAL BUSINESS SYSTEMS I	39266175	MAINT/OVER/PROP TAX 5-15/6-	05/21/2025	8.56	8.56	05/31/2025	
Total CAPITAL BUSINESS SYSTEMS INC:					1,245.34	1,245.34		
CASH-WA DISTRIBUTING CO								
220	CASH-WA DISTRIBUTING CO	14620905	MERCH/FOOD SU	05/15/2025	342.60	342.60	05/31/2025	
220	CASH-WA DISTRIBUTING CO	14620747	Meal Supplies SU	05/15/2025	200.46	200.46	05/31/2025	
220	CASH-WA DISTRIBUTING CO	14620747	Meal Supplies SU	05/15/2025	284.16	284.16	05/31/2025	
Total CASH-WA DISTRIBUTING CO:					827.22	827.22		
CITY SEWARD LIBRARY PETTY CASH								
237	CITY SEWARD LIBRARY PETTY	5-31-2025	ILL PF	05/23/2025	128.08	128.08	05/31/2025	
237	CITY SEWARD LIBRARY PETTY	5-31-2025	SUMMER SU	05/23/2025	40.00	40.00	05/31/2025	
Total CITY SEWARD LIBRARY PETTY CASH:					168.08	168.08		
CONSTELLATION NEWENERGY GAS								
233	CONSTELLATION NEWENERGY	4314054	NATURAL GAS 3-6/4-4-2025	05/15/2025	232.08	232.08	05/31/2025	
233	CONSTELLATION NEWENERGY	4314056	NATURAL GAS 3-6/4-4-2025	05/15/2025	401.75	401.75	05/31/2025	
233	CONSTELLATION NEWENERGY	4314053	NATURAL GAS 3-6/4-4-2025	05/15/2025	123.52	123.52	05/31/2025	
Total CONSTELLATION NEWENERGY GAS:					757.35	757.35		
DANA CIHAL								
10004	DANA CIHAL	5-13-2025	AMAZON HEADSET BATTERY S	05/13/2025	4.44	4.44	05/31/2025	
10004	DANA CIHAL	5-13-2025	AMAZON HEADSET BATTERY S	05/13/2025	4.43	4.43	05/31/2025	
10004	DANA CIHAL	5-13-2025	AMAZON HEADSET BATTERY S	05/13/2025	3.98	3.98	05/31/2025	
Total DANA CIHAL:					12.85	12.85		
EAKES OFFICE SOLUTION								
320	EAKES OFFICE SOLUTION	9138810-0	OFFICE SU	05/12/2025	93.17	93.17	05/31/2025	
320	EAKES OFFICE SOLUTION	9138850-0	OFFICE SU	05/12/2025	93.17	93.17	05/31/2025	
320	EAKES OFFICE SOLUTION	9142680-0	OFFICE SU	05/19/2025	58.98	58.98	05/31/2025	
320	EAKES OFFICE SOLUTION	9111904-3	OFFICE SU	05/08/2025	89.64	89.64	05/31/2025	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total EAKES OFFICE SOLUTION:					334.96	334.96		
ECES INC DBA CAMPBELL CLEANING								
225	ECES INC DBA CAMPBELL CLE	4477	JANITOR SERVICES SE	06/01/2025	402.00	402.00	05/31/2025	
Total ECES INC DBA CAMPBELL CLEANING:					402.00	402.00		
FASTENAL COMPANY								
368	FASTENAL COMPANY	NELIN477302	GLOVES/EARPLUGS SU	05/15/2025	52.31	52.31	05/31/2025	
368	FASTENAL COMPANY	NELIN477060	SUPPLIES SU	05/16/2025	276.95	276.95	05/31/2025	
Total FASTENAL COMPANY:					329.26	329.26		
Federal Signal								
384	Federal Signal	8931107/89387	SIREN REPLACEMENT PINE/BI	05/13/2025	23,944.02	23,944.02	05/31/2025	
Total Federal Signal:					23,944.02	23,944.02		
FIRSTAR FIBER INC								
83899	FIRSTAR FIBER INC	0015054-IN	APRIL 2025 RECYCLING SE	04/30/2025	1,992.81	1,992.81	05/31/2025	
Total FIRSTAR FIBER INC:					1,992.81	1,992.81		
G & P DEVELOPMENT LANDFILL								
404	G & P DEVELOPMENT LANDFIL	408130	CONSTRUCTION/DEMO GARBA	04/11/2025	179.85	179.85	05/31/2025	
Total G & P DEVELOPMENT LANDFILL:					179.85	179.85		
GALLS LLC								
409	GALLS LLC	031228942	UNIFORM UN	05/02/2025	75.97	75.97	05/31/2025	
Total GALLS LLC:					75.97	75.97		
GERHOLD CONCRETE CO INC								
995	GERHOLD CONCRETE CO INC	518689	ST2302 3RD/BRADFORD CI	05/13/2025	1,986.72	1,986.72	05/31/2025	
995	GERHOLD CONCRETE CO INC	519104	ST2302 E ROBERTS/N COL AVE	05/14/2025	722.44	722.44	05/31/2025	
Total GERHOLD CONCRETE CO INC:					2,709.16	2,709.16		
GILLID SYSTEMS								
10004	GILLID SYSTEMS	63398	CUSTOM KEY TAGS SU	05/15/2025	490.00	490.00	05/31/2025	
Total GILLID SYSTEMS:					490.00	490.00		
GRAINGER INC								
431	GRAINGER INC	9504063570	INSULATED SKINNING KNIFE S	05/12/2025	47.32	47.32	05/31/2025	
Total GRAINGER INC:					47.32	47.32		
HACH COMPANY								
466	HACH COMPANY	14496601	CHEMS SU	05/13/2025	101.29	101.29	05/31/2025	
Total HACH COMPANY:					101.29	101.29		
HARTMAN FARMS INC								
475	HARTMAN FARMS INC	2438	EL2302 3" THERMOGUARD FLU	09/28/2024	1,635.85	1,635.85	05/31/2025	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total HARTMAN FARMS INC:					1,635.85	1,635.85		
HUSKER ELECTRIC SUPPLY CO								
497	HUSKER ELECTRIC SUPPLY C	66705	EL TAPE/PHOTOCELL SU	05/14/2025	427.25	427.25	05/31/2025	
497	HUSKER ELECTRIC SUPPLY C	66945	CLOSING PLAT SU	05/21/2025	61.81	61.81	05/31/2025	
Total HUSKER ELECTRIC SUPPLY CO:					489.06	489.06		
JEO CONSULTING GROUP INC								
567	JEO CONSULTING GROUP INC	161100	St2207 GIS Update	05/15/2025	1,290.32	1,290.32	05/31/2025	
567	JEO CONSULTING GROUP INC	161100	EL GIS Update CI	05/15/2025	1,290.31	1,290.31	05/31/2025	
567	JEO CONSULTING GROUP INC	161100	WA2203 GIS Update CI	05/15/2025	1,290.31	1,290.31	05/31/2025	
567	JEO CONSULTING GROUP INC	161100	SW2202 GIS Update CI	05/15/2025	1,290.31	1,290.31	05/31/2025	
Total JEO CONSULTING GROUP INC:					5,161.25	5,161.25		
JONATHAN C WIEDEMEYER								
1208	JONATHAN C WIEDEMEYER	5-20-2025	TUITION REIMBURSEMENT RI	05/20/2025	418.33	418.33	05/31/2025	
Total JONATHAN C WIEDEMEYER:					418.33	418.33		
K & Z DISTRIBUTING								
83944	K & Z DISTRIBUTING	W-2065472	ALCOHOL	05/22/2025	170.00	170.00	05/31/2025	
Total K & Z DISTRIBUTING:					170.00	170.00		
LAST MILE NETWORK CONS GR LLC								
662	LAST MILE NETWORK CONS G	43551	ETHER RING VOIP (TAX REMOV	06/01/2025	75.30	75.30	05/31/2025	
Total LAST MILE NETWORK CONS GR LLC:					75.30	75.30		
MCMMASTER-CARR SUPPLY CO								
718	MCMMASTER-CARR SUPPLY CO	45500810	BRASS VALVE RE	05/12/2025	105.24	105.24	05/31/2025	
Total MCMMASTER-CARR SUPPLY CO:					105.24	105.24		
MENARDS NORTH								
736	MENARDS NORTH	17235	DRILLBIT SU	05/17/2025	49.99	49.99	05/31/2025	
736	MENARDS NORTH	17345	ROTOR/EXTENSIONS GU	05/19/2025	133.98	133.98	05/31/2025	
Total MENARDS NORTH:					183.97	183.97		
MID-AMERICAN BENEFITS LLC								
743	MID-AMERICAN BENEFITS LLC	5-14-2025	SOMMERFELD DEDUCTIBLE IN	05/14/2025	388.95	388.95	05/31/2025	
743	MID-AMERICAN BENEFITS LLC	5-14-2025	BODE DEDUCTIBLE INS	05/14/2025	500.00	500.00	05/31/2025	
743	MID-AMERICAN BENEFITS LLC	5-21-2025	VAJGRT DEDUCTIBLE	05/21/2025	30.77	30.77	05/31/2025	
743	MID-AMERICAN BENEFITS LLC	5-14-2025	GLEASON DEDUCTIBLE INS	05/14/2025	1,882.37	1,882.37	05/31/2025	
743	MID-AMERICAN BENEFITS LLC	5-14-2025	J HANS DEDUCTIBLE INS	05/14/2025	184.43	184.43	05/31/2025	
Total MID-AMERICAN BENEFITS LLC:					2,986.52	2,986.52		
MIDWEST TURF & IRRIGATION								
728	MIDWEST TURF & IRRIGATION	3950885-00	Equipment Repairs RE	05/14/2025	1,040.85	1,040.85	05/31/2025	
Total MIDWEST TURF & IRRIGATION:					1,040.85	1,040.85		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
NE STATE FIRE MARSHAL AGENCY								
772	NE STATE FIRE MARSHAL AGE	101532	ANNUAL ELEVATOR INSP SE	01/15/2025	120.00	120.00	05/31/2025	
Total NE STATE FIRE MARSHAL AGENCY:					120.00	120.00		
NEBRASKA D A S ACCT OCIO								
775	NEBRASKA D A S ACCT OCIO	1477964	APRIL 2025 SE	05/12/2025	245.00	245.00	05/31/2025	
Total NEBRASKA D A S ACCT OCIO:					245.00	245.00		
NEBRASKA GOLF & TURF								
808	NEBRASKA GOLF & TURF	02-176447	SOLENOID-CC RE	05/15/2025	40.13	40.13	05/31/2025	
Total NEBRASKA GOLF & TURF:					40.13	40.13		
NEBRASKA PUBLIC HEALTH ENV LAB								
966	NEBRASKA PUBLIC HEALTH EN	590789	WATER TESTING TE	05/13/2025	108.00	108.00	05/31/2025	
Total NEBRASKA PUBLIC HEALTH ENV LAB:					108.00	108.00		
NORRIS PUBLIC POWER DISTRICT								
1005	NORRIS PUBLIC POWER DISTR	12026	SUBTRANSMISSION APRIL 2025	04/30/2025	1,233.70	1,233.70	05/31/2025	
Total NORRIS PUBLIC POWER DISTRICT:					1,233.70	1,233.70		
OLSSON								
942	OLSSON	536762	WA2404 SCADA UPGRADE CI	05/13/2025	10,763.00	10,763.00	05/31/2025	
Total OLSSON:					10,763.00	10,763.00		
ONYX MDH LLC								
717	ONYX MDH LLC	110656	HARDWARE SU	05/13/2025	45.00	45.00	05/31/2025	
Total ONYX MDH LLC:					45.00	45.00		
O'REILLY AUTOMOTIVE INC								
817	O'REILLY AUTOMOTIVE INC	2100-250737	OIL/PAPER/FILTER SU	05/19/2025	93.68	93.68	05/31/2025	
817	O'REILLY AUTOMOTIVE INC	2100-250749	AIR FILTER RE	05/19/2025	29.47	29.47	05/31/2025	
Total O'REILLY AUTOMOTIVE INC:					123.15	123.15		
PAVERS INC								
82904	PAVERS INC	111786	ST2302 PLANTS CI	04/21/2025	583.00	583.00	05/31/2025	
Total PAVERS INC:					583.00	583.00		
PIP								
1003	PIP	140382	UTILITY BILLS (4,950)	05/09/2025	613.68	613.68	05/31/2025	
1003	PIP	140382	UTILITY BILLS (4,950)	05/09/2025	613.67	613.67	05/31/2025	
1003	PIP	140382	UTILITY BILLS (4,950)	05/09/2025	613.67	613.67	05/31/2025	
Total PIP:					1,841.02	1,841.02		
QUALITY BRANDS OF LINCOLN								
83943	QUALITY BRANDS OF LINCOLN	5-21-2025	ALCOHOL	05/21/2025	729.68	729.68	05/31/2025	
83943	QUALITY BRANDS OF LINCOLN	7072729	ALCOHOL	05/13/2025	134.18	134.18	05/31/2025	
83943	QUALITY BRANDS OF LINCOLN	7075141/5142/	ALCOHOL	05/15/2025	1,280.37	1,280.37	05/31/2025	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total QUALITY BRANDS OF LINCOLN:					2,144.23	2,144.23		
QUILL CORP								
895	QUILL CORP	44018080	OFFICE SUPPLIES SU	05/06/2025	112.77	112.77	05/31/2025	
895	QUILL CORP	44010782	NOTE PADS SU	05/06/2025	7.08	7.08	05/31/2025	
895	QUILL CORP	44018075	BUSINESS CARDS SU	05/06/2025	7.26	7.26	05/31/2025	
895	QUILL CORP	44018080	OFFICE SUPPLIES SU	05/06/2025	85.96	85.96	05/31/2025	
895	QUILL CORP	44059584	PAPER SU	05/08/2025	66.65	66.65	05/31/2025	
895	QUILL CORP	44010782	NOTE PADS SU	05/06/2025	7.08	7.08	05/31/2025	
895	QUILL CORP	44018075	BUSINESS CARDS SU	05/06/2025	7.26	7.26	05/31/2025	
895	QUILL CORP	44018080	OFFICE SUPPLIES SU	05/06/2025	85.96	85.96	05/31/2025	
895	QUILL CORP	44059584	PAPER SU	05/08/2025	66.65	66.65	05/31/2025	
895	QUILL CORP	44028930	ANNUAL MEMBERSHIP RENEW	05/07/2025	69.99	69.99	05/31/2025	
895	QUILL CORP	44010782	NOTE PADS SU	05/06/2025	7.08	7.08	05/31/2025	
895	QUILL CORP	44018075	BUSINESS CARDS SU	05/06/2025	7.26	7.26	05/31/2025	
895	QUILL CORP	44018080	OFFICE SUPPLIES SU	05/06/2025	85.97	85.97	05/31/2025	
895	QUILL CORP	44059584	PAPER SU	05/08/2025	66.65	66.65	05/31/2025	
Total QUILL CORP:					683.62	683.62		
R & R REFRIGERATION LLC DBA								
669	R & R REFRIGERATION LLC DB	4625	PLEATED AIR FILTERS SU	05/12/2025	167.78	167.78	05/31/2025	
Total R & R REFRIGERATION LLC DBA:					167.78	167.78		
RICHARD J MAILAND								
738	RICHARD J MAILAND	5-10-2025	SHORTEN PANTS SE	05/10/2025	11.00	11.00	05/31/2025	
Total RICHARD J MAILAND:					11.00	11.00		
RUSSEL FRAZEY								
356	RUSSEL FRAZEY	5-20-2025	TUITION REIMBURSEMENT RI	05/20/2025	600.00	600.00	05/31/2025	
Total RUSSEL FRAZEY:					600.00	600.00		
SCHEMMER ARCHITECTS ENGINEERS								
982	SCHEMMER ARCHITECTS ENGI	009188.001-3	ST2307 LINDELL/JACKSON APR	05/19/2025	2,005.00	2,005.00	05/31/2025	
982	SCHEMMER ARCHITECTS ENGI	010636.001-1	ST2502 E HILLCREST RECONS	05/19/2025	12,071.80	12,071.80	05/31/2025	
Total SCHEMMER ARCHITECTS ENGINEERS:					14,076.80	14,076.80		
SEILER INSTRUMENT & MFG. CO.								
1097	SEILER INSTRUMENT & MFG. C	INV53290	ST2207 GIS UPDATE/CATALYST	05/15/2025	341.25	341.25	05/31/2025	
1097	SEILER INSTRUMENT & MFG. C	INV53290	EL2202 GIS UPDATE/CATALYST	05/15/2025	341.25	341.25	05/31/2025	
1097	SEILER INSTRUMENT & MFG. C	INV53290	WA2203 GIS UPDATE/CATALYST	05/15/2025	341.25	341.25	05/31/2025	
1097	SEILER INSTRUMENT & MFG. C	INV53290	SW2202 GIS UPDATE/CATALYS	05/15/2025	341.25	341.25	05/31/2025	
Total SEILER INSTRUMENT & MFG. CO.:					1,365.00	1,365.00		
SEWARD COUNTY CHAMBER &								
212	SEWARD COUNTY CHAMBER &	1008271	GREAT PLAINS PH/INT 5-16/6-1	05/14/2025	231.95	231.95	05/31/2025	
Total SEWARD COUNTY CHAMBER &:					231.95	231.95		
SEWARD ELECTRONICS								
980	SEWARD ELECTRONICS	14899	COMPUTER HOOKUP CABLES	02/25/2025	110.32	110.32	05/31/2025	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total SEWARD ELECTRONICS:					110.32	110.32		
SITEONE LANDSCAPE SUPPLY								
658	SITEONE LANDSCAPE SUPPLY	153459060-00	ROTOR RISER/MOUND CLAY S	05/13/2025	831.99	831.99	05/31/2025	
658	SITEONE LANDSCAPE SUPPLY	153654079-00	NOZZLE/CHEMS GU	05/21/2025	679.35	679.35	05/31/2025	
Total SITEONE LANDSCAPE SUPPLY:					1,511.34	1,511.34		
SPORTS EXPRESS								
1038	SPORTS EXPRESS	S144542	2025 TBALL SHIRTS SU	05/15/2025	991.10	991.10	05/31/2025	
1038	SPORTS EXPRESS	SH144562	ADDT'L REC BSB SHIRTS SU	05/13/2025	29.30	29.30	05/31/2025	
Total SPORTS EXPRESS:					1,020.40	1,020.40		
STATE DISTRIBUTING CO								
83942	STATE DISTRIBUTING CO	W902230	ALCOHOL	05/21/2025	887.19	887.19	05/31/2025	
Total STATE DISTRIBUTING CO:					887.19	887.19		
SUMMIT FIRE PROTECTION								
1061	SUMMIT FIRE PROTECTION	3268872	Annual Extinguisher Inspection S	05/21/2025	209.00	209.00	05/31/2025	
1061	SUMMIT FIRE PROTECTION	3268941	Annual Extinguisher Inspection S	05/21/2025	125.50	125.50	05/31/2025	
Total SUMMIT FIRE PROTECTION:					334.50	334.50		
TRUCK CENTER COMPANIES								
1071	TRUCK CENTER COMPANIES	XA108176494:	COVERALL SEAT COVERS RE	05/14/2025	191.72	191.72	05/31/2025	
Total TRUCK CENTER COMPANIES:					191.72	191.72		
U S CELLULAR								
1155	U S CELLULAR	0728552071	CELL 5-8/6-7-2025 UT	05/08/2025	8.68	8.68	05/31/2025	
1155	U S CELLULAR	0728552071	CELL/MODEM 5-8/6-7-2025 UT	05/08/2025	154.83	154.83	05/31/2025	
1155	U S CELLULAR	0728552071	CELL 5-8/6-7-2025 UT	05/08/2025	18.13	18.13	05/31/2025	
1155	U S CELLULAR	0728552071	CELL 5-8/6-7-2025 UT	05/08/2025	8.69	8.69	05/31/2025	
Total U S CELLULAR:					190.33	190.33		
VISA								
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	.38	.38	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	.19	.19	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	117.45	117.45	05/23/2025	
1132	VISA	5-1-2025 STAT	AMAZON SU	05/01/2025	44.97	44.97	05/23/2025	
1132	VISA	5-1-2025 STAT	ROCK AUTO SU	05/01/2025	210.14	210.14	05/23/2025	
1132	VISA	5-1-2025 STAT	USPS PF	05/01/2025	18.55	18.55	05/23/2025	
1132	VISA	5-1-2025 STAT	NE JUVENILE JUSTICE TR	05/01/2025	175.00	175.00	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	6.00	6.00	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	37.92	37.92	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART BU	05/01/2025	28.88	28.88	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	.19	.19	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	215.12	215.12	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	.75	.75	05/23/2025	
1132	VISA	5-1-2025 STAT	AMAZON SU	05/01/2025	103.19	103.19	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART MC	05/01/2025	92.18	92.18	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	2.25	2.25	05/23/2025	
1132	VISA	5-1-2025 STAT	ULINE SU	05/01/2025	202.16	202.16	05/23/2025	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1132	VISA	5-1-2025 STAT	AMAZON SU	05/01/2025	171.96	171.96	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	2.63	2.63	05/23/2025	
1132	VISA	5-1-2025 STAT	AMAZON SU	05/01/2025	257.73	257.73	05/23/2025	
1132	VISA	5-1-2025 STAT	DULTMEIER SALES RE	05/01/2025	149.34	149.34	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART MERCH SU	05/01/2025	30.22	30.22	05/23/2025	
1132	VISA	5-1-2025 STAT	GODADDY IT	05/01/2025	55.16	55.16	05/23/2025	
1132	VISA	5-1-2025 STAT	FOREUP MONTHLY IT	05/01/2025	686.08	686.08	05/23/2025	
1132	VISA	5-1-2025 STAT	CONSTANT CONTACT MONTHL	05/01/2025	23.00	23.00	05/23/2025	
1132	VISA	5-1-2025 STAT	NSVA.ORG TR	05/01/2025	25.00	25.00	05/23/2025	
1132	VISA	5-1-2025 STAT	GI BOARDERS TR	05/01/2025	3,096.80	3,096.80	05/23/2025	
1132	VISA	5-1-2025 STAT	PREHOSPITAL TRAUMA TR	05/01/2025	1,575.00	1,575.00	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	.75	.75	05/23/2025	
1132	VISA	5-1-2025 STAT	EMERGENCY SOLUTIONS IT	05/01/2025	168.56	168.56	05/23/2025	
1132	VISA	5-1-2025 STAT	DELL.COM IT	05/01/2025	3,721.12	3,721.12	05/23/2025	
1132	VISA	5-1-2025 STAT	SAM'S CLUB MC	05/01/2025	83.88	83.88	05/23/2025	
1132	VISA	5-1-2025 STAT	NI STATE PAYPORT MC	05/01/2025	51.25	51.25	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	.94	.94	05/23/2025	
1132	VISA	5-1-2025 STAT	UW CE REGSTRATION ONEBY	05/01/2025	795.00	795.00	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	.75	.75	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART MC	05/01/2025	28.93	28.93	05/23/2025	
1132	VISA	5-1-2025 STAT	AMERICAN RED CROSS TR	05/01/2025	1,139.00	1,139.00	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	2.25	2.25	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	1.50	1.50	05/23/2025	
1132	VISA	5-1-2025 STAT	SAM'S CLUB ML SU	05/01/2025	50.66	50.66	05/23/2025	
1132	VISA	5-1-2025 STAT	STAUFFERS CAFE/PIE VOL APP	05/01/2025	214.50	214.50	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART ML SU	05/01/2025	50.61	50.61	05/23/2025	
1132	VISA	5-1-2025 STAT	SAM'S CLUB MEAL SU	05/01/2025	154.72	154.72	05/23/2025	
1132	VISA	5-1-2025 STAT	SAM'S CLUB MEAL SU	05/01/2025	32.36	32.36	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART MEAL SU	05/01/2025	37.81	37.81	05/23/2025	
1132	VISA	5-1-2025 STAT	SAM'S CLUB SU	05/01/2025	54.29	54.29	05/23/2025	
1132	VISA	5-1-2025 STAT	WEBSTAUANT STORE SU	05/01/2025	136.65	136.65	05/23/2025	
1132	VISA	5-1-2025 STAT	FUNDRAISING SU	05/01/2025	14.98	14.98	05/23/2025	
1132	VISA	5-1-2025 STAT	SAM'S FUNDRAISING SU	05/01/2025	172.27	172.27	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	.75	.75	05/23/2025	
1132	VISA	5-1-2025 STAT	SAM'S CLUB PROGRAM SU	05/01/2025	70.62	70.62	05/23/2025	
1132	VISA	5-1-2025 STAT	SPARETIME ML	05/01/2025	117.73	117.73	05/23/2025	
1132	VISA	5-1-2025 STAT	RUNZA ML	05/01/2025	198.79	198.79	05/23/2025	
1132	VISA	5-1-2025 STAT	DRAGON PALACE ML	05/01/2025	185.74	185.74	05/23/2025	
1132	VISA	5-1-2025 STAT	VALENTINO'S ML	05/01/2025	120.76	120.76	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	.19	.19	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	35.94	35.94	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	172.49	172.49	05/23/2025	
1132	VISA	5-1-2025 STAT	MAILCHIMP MS	05/01/2025	39.50	39.50	05/23/2025	
1132	VISA	5-1-2025 STAT	BEST BUY CREDIT VOUCHER	05/01/2025	3,556.31-	3,556.31-	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	21.88	21.88	05/23/2025	
1132	VISA	5-1-2025 STAT	TRACFONE MONTHLYL UT	05/01/2025	34.25	34.25	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	3.00	3.00	05/23/2025	
1132	VISA	5-1-2025 STAT	AMAZON SU	05/01/2025	23.95	23.95	05/23/2025	
1132	VISA	5-1-2025 STAT	REAMS SUPPLY SU	05/01/2025	1,172.89	1,172.89	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	53.72	53.72	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	27.82	27.82	05/23/2025	
1132	VISA	5-1-2025 STAT	SAM'S CLUB SU	05/01/2025	278.38	278.38	05/23/2025	
1132	VISA	5-1-2025 STAT	CARHARTT CLOTHING SU	05/01/2025	1,612.39	1,612.39	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	37.49	37.49	05/23/2025	
1132	VISA	5-1-2025 STAT	USPS PF	05/01/2025	127.80	127.80	05/23/2025	
1132	VISA	5-1-2025 STAT	LEAGUE OF MUNIS/UTILS JANI	05/01/2025	70.00	70.00	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	16.03	16.03	05/23/2025	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	6.00	6.00	05/23/2025	
1132	VISA	5-1-2025 STAT	WALMART SU	05/01/2025	110.06	110.06	05/23/2025	
1132	VISA	5-1-2025 STAT	SMTP2GO	05/01/2025	9.00	9.00	05/23/2025	
Total VISA:					15,231.88	15,231.88		
WESCO DISTRIBUTION INC								
1235	WESCO DISTRIBUTION INC	549860	FREIGHT CHARGE	04/10/2025	967.50	967.50	05/31/2025	
Total WESCO DISTRIBUTION INC:					967.50	967.50		
ZIMCO SUPPLY CO								
1294	ZIMCO SUPPLY CO	206955	CHEM SUPPLIES SU	05/13/2025	945.00	945.00	05/31/2025	
Total ZIMCO SUPPLY CO:					945.00	945.00		
Grand Totals:					126,291.31	126,291.31		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

2. Quarterly Seward County Chamber & Development Partnership Report (Q2)

PRESIDENT & CEO

QUARTERLY REPORT SUMMARY



Prepared for SCCDP Members • May 2025

- Jonathan Jank, SCCDP President & CEO was named one of North America's Top 50 Economic Developers in May 2025.
- The SCCDP celebrated the Chamber's 125th anniversary with an open house at the newly renovated Seward Civic Center on May 15.
- The Seward County Digital Empowerment Center had a ribbon cutting and grand opening on April 16 along with its first two free digital literacy workshops open to the public on April 22 and May 13.
- The Seward Creative District passport was launched on May 15 to promote 17 businesses throughout the District.
- Collaborated with Centennial High School to host Career Fair on April 16 engaging 21 local businesses to interact with students.
- Co-hosted the 57th Annual Seward County Ag Banquet on March 24 and presented the Agribusiness award.
- In partnership with the Seward County Broadband Task Force, SCCDP provided support letters to multiple Internet Service Providers (ISPs) for their Broadband Equity Access and Deployment (BEAD) Program applications to try and help them reach unserved/underserved local areas.
- Worked together with Concordia University, Nebraska (for the 5th academic year) to host the Concordia Catalyst Competition (C3), which is a business plan pitch event, to encourage students toward entrepreneurship including Mentor Night (April 1), Semi-Finals (April 15), and Finals (April 29).
- Continued to support startup of Seward County Young Professionals (SCYP), which hosted multiple events including Music Bingo on April 30.
- Hosted 3rd Annual Seward County Rising Stars Leadership Development Program graduation on May 13 and Youth Activities Fair on April 23.
- Led 2025 Clean Up Day which collected 3,752 pounds of electronics with Star City Recycling, 1.41 tons of furniture with Bel-Con Refuse, 4,940 pounds in scrap metal/appliances with Fehlhafer's Inc., and hazardous waste with Four Corners Health Department.
- Submitted economic development proposals for Project E-Beam (medical equipment manufacturer; Seward Rail Campus) and Project Kraken (medical equipment assembly and production; Former Flying V Building in Utica).
- Hosted site visits with Project Parker (baby products manufacturer and distributor; Seward Rail Campus) on March 7, restaurant in downtown Seward on May 9, and Project Move (Dairy processing; Seward Rail Campus) on multiple occasions.
- Submitted grant applications and made fundraising requests to support new Seward welcome sign, Clean Up Day, and childcare sub pool network.
- Celebrated ribbon cuttings for Little Cubs Daycare (February 26), Chapters Books & Gifts (March 26), Main Street Market (March 26), Bruno HVAC Services (March 26), Seward Wellness Center (March 30), The Pasta Barn (April 16), Digital Empowerment Center (April 16), Val Hanus Relator (April 16), and a groundbreaking ceremony for Timber Creek Subdivision Phase II in Milford (April 16).
- Hosted a Lunch and Learn - The Working Genius with Prairie Fire Consulting (March 28), Business After Hours with Olde Glory Theatre (April 1), MHCS Health Fair Booth with SCCDP (April 2), Town Hall with Senator Jana Hughes (April 4), Annual Clean Up Day (April 12), Southeast Nebraska Development District (SEND) Bankers Luncheon (April 15), Business Anniversaries Luncheon (April 24), SEND Economic Development Organization (EDO) Roundtable (April 25), Lunch on the Lawn for Seward County Gives Week (April 29), Seward County Rising Stars Leadership Development Graduation Ceremony (May 13), Business After Hours with ALLO (May 13), and SCCDP Open House/125th Chamber Anniversary Celebration (May 15).
- Attended Nebraska Chambers Association Conference - The Power of Chamber Boards: Growth, Strategy & Impact in Aurora (March 25; Jonathan presented on panel about Board of Directors best practices), Kiwanis Club of Seward Meeting (April 28; Jacob/Collin/Jonathan presented about various SCCDP activities), Nebraska Investment Finance Authority (NIFA) Innovation Housing Expo in Lincoln (April 28-30), and Mid-America Chamber Executives Annual Conference (Jonathan co-led bootcamp for new chamber of commerce execs) in Sioux Falls (April 30-May 2).
- Since the beginning of the gift card program in July 2022, SCCDP has sold \$234,992 in gift cards (7,517 individual cards). There are 45 participating businesses across Seward County.
- Launched the Seward County Chamber TikTok as another marketing avenue to engage younger members of our community. Continued to market Seward County with other media channels including: Weekly electronic newsletter (Blue River Buzz), video content in the BUZZ and the SCCDP YouTube Channel, articles in the local newspaper (Seward County Independent), the Talk Seward Co. podcast, Chat with the Chamber video segments, and regular Facebook & Instagram photo, video, and content posts to promote workforce development/quality of life opportunities.
- Connected resources for LB 840, TIF, grants, and/or available building and land to various business owners and brokers including companies that want to start or expand including wood/metal design company in Milford, modular home building facility in Seward County, senior care facility in Utica, martial arts business in Seward, and childcare facility in Utica.
- Continuing to work on Entrepreneurial Operating System (EOS – Vision/Traction Organizer) and 2025 Implementation Plan goals that our staff is implementing on a weekly basis to ensure SCCDP's multiple-year strategic plan is being executed.

**QUESTIONS OR FOLLOW UP?
CONTACT: JONATHAN JANK
402-570-8020**

THANK YOU TO OUR QUARTERLY REPORT SUMMARY SPONSORS!



MEET THE TEAM



PRESIDENT & CEO, JONATHAN JANK

The President & CEO is the chief executive officer of the Seward County Chamber & Development Partnership (SCCDP) and directs all activities necessary to meet the objectives and implement policy, as established by the Board of Directors. This executive position is accountable for the effective and efficient operation of all organizational activities of the SCCDP to move Seward County forward to fulfill the Vision Statement 2035. Reports to the SCCDP Board of Directors; responsible for leadership and development of professional staff members.

VICE PRESIDENT & DIRECTOR OF COMMUNITY AFFAIRS, JACOB JENNINGS

The Community Affairs Director is responsible for working with the Seward County Chamber & Development Partnership (SCCDP) President & CEO, members, and community volunteers to create strategies to strengthen Seward County's workforce and housing development activities and find solutions to relevant community issues. This position also leads SCCDP's legislative efforts including building relationships with elected officials and advocating for policies, regulations, and programs which benefit the Seward County business community. This position helps the President & CEO work to fulfill the Seward County Vision Statement 2035.



DIRECTOR OF MEMBERSHIP, DONNA HENDRICKSON

The Director of Membership is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining current relationships with members while seeking new membership and sponsorship opportunities for the SCCDP. This position helps the President & CEO work to fulfill the Vision Statement 2035

DIRECTOR OF MARKETING & STORYTELLING, JOANIE BRECKA

The Director of Marketing & Storytelling is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to marketing/communications through social media, websites, podcasting and other media. This position helps the President & CEO work to fulfill the Vision Statement 2035.



EXECUTIVE ASSISTANT & EVENT PLANNER, COLLIN HAIN

The Events Planner & Administrative Assistant is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining SCCDP's office systems and equipment, including ensuring bookkeeping and payroll are completed by an accounting contractor on a weekly basis, responding to general communications, planning/coordinating all SCCDP events, helping members and visitors feel welcome, and providing administrative support as needed. This position helps the President & CEO work to fulfill the Vision Statement 2035.

3. Draft Minutes of May 20, 2025 City Council Meeting

May 20, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, May 20, 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, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: Karl Miller. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Street Superintendent Bob Miers, Water/Wastewater Director Brandon Koll, Building/Zoning & Code Enf. Director Tim Dworak, and Chief of Police Brian Peters.

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 Singleton.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$733,620.45)
4. Police Department Report
5. Draft Minutes of May 6, 2025, City Council Meeting

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

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A CLAIM FROM RUSSELL HAYNES, 1156 N 8TH STREET, FOR PERSONAL PROPERTY DAMAGE IN THE AMOUNT OF \$1,290.27

The claimant alleges the City's fault in a sewer backup on his property on or about May 10th.

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

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

2. CONSIDERATION OF A REQUEST FROM THE SEWARD ARTS COUNCIL FOR APPROVAL OF SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE SEWARD BANDSHELL FOR 'SECOND SATURDAY ART CONNECTIONS' SERIES DURING SUMMER 2025

Alison Koch, from the Seward Arts Council, outlined the event which was scheduled for June 7th, July 12th, and August 2nd. The event will resemble the previous year, in which alcohol would be sold and consumed on site.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve the request to allow for sale and consumption of alcoholic beverages at the Bandshell during the 2025 Summer Music Series as presented.

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

3. DISCUSSION ON THE LONG-TERM PLAN FOR RECYCLING CENTER

City Administrator Butcher noted that the users of the facility had been monitored for some time, to determine the source of the increasing volumes. It has been observed that the site had many users with Butler and York County plates or are businesses, thus the City may be subsidizing other entities by offering a free service. Since the Center continues to lose money, the following options were discussed: dictating that only Seward County residents can use; restricting hours to only open when an employee is on site (approx. 20 hrs/week); only opening on Saturday's similar to the burn site; or phasing out the Center and encouraging residents to utilize paid, local recycling services. City Attorney Hoffschneider cautioned about legal ramifications of restricting users to the site and if the City were to pursue that route, he would have to research further. There was a consensus from the Council for City Attorney Hoffschneider to further explore options/policies to define users of the site and report back to Council.

Councilmember Singleton moved, seconded by Councilmember Francescato, to revise the open times of the Recycling Center to reflect the hours staffed by a Recycling Center Worker.

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

May 20, 2025

4. CONSIDERATION OF AN ADDENDUM (#2) TO THE COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE AND RELATED SERVICES (ZUERCHER)

Police Chief Peters indicated the addendum would add the City of Crete, the City of David City, and Butler County 911 to the interlocal agreement. It is expected to have no impact on pricing for the City but will allow for better interagency communication when needed.

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

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

Nay: None. Absent: Miller. Motion carried.

5. CONSIDERATION OF AN AMENDMENT (#2) TO THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR DESIGN ENGINEERING SERVICES FOR THE EAST HILLCREST IMPROVEMENTS PROJECT IN THE AMOUNT OF \$28,750.00

City Engineer Oneby noted the amendment would allow for the design of road widening from Eastridge to the Plum Creek Bridge, with access considerations to the Concordia University campus.

Councilmember Singleton moved, seconded by Councilmember Francescato, to approve an addendum to the design engineering services agreement with JEO Consulting Group, Inc. for the East Hillcrest Improvements Project in the amount of \$28,750.00.

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

Nay: None. Absent: Miller. Motion carried.

6. CONSIDERATION OF AN AMENDMENT (#3) TO THE AGREEMENT WITH THE SCHEMMER ASSOCIATES, INC. FOR THE 6TH STREET-ASH TO LINCOLN ST WATERMAIN PROJECT IN THE AMOUNT OF \$15,790.40

Mr. Oneby described the amendment as completion of remaining work, including lawn and sidewalk repairs.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to approve an addendum to the agreement with The Schemmer Associates, Inc. for the 6th Street-Ash to Lincoln St Watermain Project in the amount of \$15,790.40.

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

Nay: None. Absent: Miller. Motion carried.

7. CONSIDERATION OF AN AMENDMENT (#2) TO THE AGREEMENT WITH THE SCHEMMER ASSOCIATES, INC. FOR THE BRADFORD STREET STORM SEWER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$26,120.00

Mr. Oneby indicated the amendment completes the remaining engineering services work to the project.

Councilmember Wergin moved, seconded by Councilmember Kahler, to approve an addendum to the agreement with The Schemmer Associates, Inc. for the Bradford Street Storm Sewer Improvements Project in the amount of \$26,120.00.

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

Nay: None. Absent: Miller. Motion carried.

8. CONSIDERATION OF A RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT TO VRBA CONSTRUCTION IN THE AMOUNT OF \$514,850.90

Mr. Oneby informed that the Worthman Blvd Watermain Phase II Project had received a total of nine bidders. Vrba Construction was the low bidder at approximately 62% of the engineer's expectation of cost. The City was pleased with the quantity and quality of bidders.

Councilmember Stryson moved, seconded by Councilmember Kahler, to award a construction contract with Vrba Construction for the Worthman Blvd Phase II Watermain Project.

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

Nay: None. Absent: Miller. Motion carried.

9. CONSIDERATION OF A RESOLUTION TO APPROVE SUPPLEMENT #2 TO A PROFESSIONAL SERVICES AGREEMENT, SIGNED NOVEMBER 15, 2022, TO PROVIDE ENVIRONMENTAL SERVICES FOR THE PLUM CREEK BRIDGE REPLACEMENT PROJECT

Mr. Oneby noted that the resolution was previously brought forth in January, but a mistake was discovered that has now been corrected. The resolution allows for the environmental study to move forward on the project at no cost to the City. A State bid for construction of the project is expected to occur later this summer.

Councilmember Stryson introduced **Resolution No. 2025-11**, to approve supplement #2 to a professional services agreement with HDR Engineering, Inc. Councilmember Wergin moved, seconded by Councilmember

May 20, 2025

Tonniges, to approve the resolution as presented.

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

10. CONSIDERATION OF A RESOLUTION TO ENTER INTO A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY (NDEE) FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

Mr. Oneby indicated the loan agreement would allow for a \$38 million loan to fund the construction of Wastewater Treatment Plant Improvements Project at a 1.4% interest rate for a term of 30 years. If Dari Processing were to join as a significant user, it could impact the final construction costs by approximately \$12 million.

Councilmember Kolterman introduced **Resolution No. 2025-12**, to allow for the City to enter into a loan agreement with NDEE to fund the construction of the Wastewater Treatment Plant Improvements Project. Councilmember Francescato moved, seconded by Councilmember Stryson, to approve the resolution as presented.

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

11. CONSIDERATION OF A RESOLUTION TO ESTABLISH A POLICY FOR USE OF CITY PROPERTY AND TO ESTABLISH COSTS

Mr. Butcher indicated that the City had been receiving increasingly more requests for use of picnic tables, trash cans, barricades and traffic cones. In these instances, staff time is devoted for delivery and pickup which takes away from essential operational duties. As such, at the request of Public Properties Director Core and Street Superintendent Miers, consideration of a policy to establish policies and costs in these instances is requested. Additionally, the policy clearly identifies that vehicles and equipment will not be available for rental by employees or the public.

Councilmember Francescato introduced **Resolution No. 2025-13**, to establish a policy for use of City property and to establish costs. Councilmember Tonniges moved, seconded by Councilmember Kahler, to approve the resolution as presented.

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

12. CONSIDERATION OF A RESOLUTION TO DECLARE CITY ITEMS AS SURPLUS

Building/Zoning & Code Enf. Director Dworak noted that for Item #1—the AC Unit, furnace, and electrical panel—additional costs need to be incurred by the City or purchaser to ensure the freon is removed properly. Council consensus to determine the cost for freon removal of the AC unit for Item #1 and to establish a minimum bid amount to recoup the cost.

Councilmember Tonniges introduced **Resolution No. 2025-14**, to declare City items as surplus. Councilmember Francescato moved, seconded by Councilmember Kahler, to approve the resolution as presented.

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

CITY ADMINISTRATOR’S REPORT

Councilmember Wergin moved, seconded by Councilmember Tonniges, that the City Administrator’s report of May 20, 2025, be accepted.

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

STRATEGY SESSION

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

Councilmember Kolterman moved, seconded by Councilmember Francescato, that the Council enter a closed session with the Mayor, City Administrator, the City Attorney, City Clerk, Brandon Koll, Mike Oneby, Tim Dworak and Jonathan Jank for the protection of the public interest and to discuss real estate interests at the Seward Rail Campus for a period not to exceed 30 minutes.

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

Mayor Eickmeier stated the Council has voted to go into closed session at 8:06 p.m. for the protection of public interest and to discuss real estate interests at the Seward Rail Campus.

May 20, 2025

At 8:35 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Singleton, that the May 20, 2025, City Council Meeting be adjourned.

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

Nay: None. Absent: Miller.

Motion carried.

Adjourned approximately 8:36 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of Seward County E911 Interlocal Budget for Fiscal Year 2025-2026 -
Seward E911 Director Scamehorn

Seward County Nebraska 2025-2026 Budget Form

Line No.	E911 FUND 65300 2910	Actual Expenditures 2023-2024 (Column 1)	Actual Expenditures 2024-2025 (Column 2)	Budgeted for 2024-2025 (Column 3)	Budget Requested for 2025-2026 (Column 4)	Budget Adopted 2025-2026 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	10100 Official's Salary			\$ 70,000.00	\$ 73,000.00	
4	10200 Deputy's Salary					
5	10342 Dispatcher Salary			\$ 476,000.00	\$ 532,000.00	
6	10505 O/T & Holiday Pay			\$ 68,000.00	\$ 68,000.00	
7	10801 Workman's Comp			\$ 2,000.00	\$ 2,000.00	
8	10802 Health Insurance			\$ 150,000.00	\$ 150,000.00	
9	10900 Retirement Co-Share			\$ 41,500.00	\$ 41,500.00	
10	11000 FICA - County Share			\$ 47,000.00	\$ 47,000.00	
11	11100 Uniform Allowance			\$ 750.00	\$ 750.00	
12	11300 Other Personal Service (secretary payment)			\$ 800.00	\$ 800.00	
13	20100 Postal Service			\$ 550.00	\$ 300.00	
14	20200 Telephone Service			\$ 9,000.00	\$ 9,000.00	
15	20400 Radio & Telephone Maintenance			\$ 7,000.00	\$ 7,000.00	
16	20500 Utilities			\$ 2,000.00	\$ 2,000.00	
17	20501 Electricity			\$ 7,000.00	\$ 7,000.00	
18						
19	Total Operating (Lines 3 to 18)		\$ -	\$ 881,600.00	\$ 940,350.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26						
27	50235 Communications Equipment			\$ -	\$ -	
28	50311 Radio Equipment					
29	50500 Office Equipment			\$ 3,600.00	\$ 3,600.00	
30	70200 Transfer (to another Fund)					
31	Total Capital Outlay (Lines 21 to 30)		\$ -	\$ 3,600.00	\$ 3,600.00	\$ -
	<u>Total of this Page Only</u>	\$ -	\$ -	\$ 885,200.00	\$ 943,950.00	\$ -
	Cost for NON Wage Items			\$ 182,700.00	\$ 182,450.00	

Seward County Nebraska 2025-2026 Budget Form

Line No.	E911 FUND(Cont) 2910	Actual Expenditures 2023-2024 (Column 1)	Actual Expenditures 2024-2025 (Column 2)	Budgeted for 2024-2025 (Column 3)	Budget Requested for 2025-2026 (Column 4)	Budget Adopted 2025-2026 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	20600 Insurance Premium			\$ 4,700.00	\$ 4,700.00	
4	21200 Office Equipment Repair			\$ 1,000.00	\$ 1,000.00	
5	21700 Travel			\$ 5,500.00	\$ 5,500.00	
6	21750 Training			\$ 5,000.00	\$ 5,000.00	
7	21801 Dues/Sub/Registrations			\$ 3,500.00	\$ 3,500.00	
8	22000 Printing & Publishing			\$ 300.00	\$ 300.00	
9	22400 Legal/Professional Services					
10	27359 Mapping costs/AVL Maintenance			\$ 1,500.00	\$ 1,500.00	
11	29900 Misc.			\$ 350.00	\$ 350.00	
12	30100 Supplies			\$ 3,000.00	\$ 3,000.00	
13	40206 Communication Equipment Rental			\$ 13,500.00	\$ 14,700.00	
14						
15						
16						
17						
18						
19	Total Operating (Lines 3 to 18)		\$ -	\$ 38,350.00	\$ 39,550.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26						
27	60300 Transfer					
28						
29						
30						
31	Total Capital Outlay (Lines 21 to 30)	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Total of this Page Only</u>	\$ -	\$ -	\$ 38,350.00	\$ 39,550.00	\$ -
	Total of E911 Fund pages 1 & 2	\$ 798,636.00	\$ -	\$ 923,550.00	\$ 983,500.00	\$ -
	Percent Change from last FY to this year's request				6.49%	
	Cost for NON Wage Items Page 1 & 2			\$ 221,050.00	\$ 222,000.00	
	Percent Change for NON Wage items				0.43%	

Derek Bargmann

From: Maria Scamehorn <mscamehorn@sewardcountyne.gov>
Sent: Friday, May 30, 2025 2:58 PM
To: Derek Bargmann
Cc: Greg Butcher; Cydnee Golden; Brian Peters
Subject: Re: E911 Budget
Attachments: Personnel Sheet 2025-2026 - cost of living increase plus 3%.pdf

Absolutely.

This year's increase in the E911 budget is primarily attributed to a cost-of-living wage adjustment approved by the Board of Commissioners. The Seward County Human Resources Department conducted a wage study of county positions and shared the findings with the commissioners. The goal of this adjustment is to ensure Seward County remains competitive with other agencies across Nebraska offering similar roles.

- Current base pay for dispatcher = \$20.35
- Starting base pay for dispatcher July 1, 2025 = \$22.01
- Every dispatcher is to receive cost of living wage increase from their current pay and up to a 3% merit increase based on their yearly evaluation (which will be completed by me in the next month)
- Human Resources determined wage range of increase based on the data they gathered for each position in my department and then determined the percentage increase (5.49% - 17.65%*), reviewed each persons years of service with Seward County, and their current held position to determine increase. i.e. Dispatcher or Lead dispatcher. (*This includes the 3% merit)

Please see attached wage sheet for further breakdown.

Hopefully, this clears things up. Let me know if there are additional questions.

Mariá Scamehorn, CMCP



From: Derek Bargmann <Derek.Bargmann@cityofsewardne.gov>
Sent: Friday, May 30, 2025 13:57
To: Maria Scamehorn <mscamehorn@sewardcountyne.gov>
Cc: Greg Butcher <Greg.Butcher@cityofsewardne.gov>; Cydnee Golden <Cydnee.Golden@cityofsewardne.gov>; Brian

Peters <Brian.Peters@cityofsewardne.gov>

Subject: RE: E911 Budget

Maria,

For our review purposes, could you please provide some background to the increase in dispatcher salaries.

Thank you,

Derek

From: Maria Scamehorn <mscamehorn@sewardcountyne.gov>

Sent: Friday, May 30, 2025 1:52 PM

To: Derek Bargmann <Derek.Bargmann@cityofsewardne.gov>

Subject: Re: E911 Budget

Derek,

I just realized only one page attached in that pdf file I sent you. Here is the correct document, it has both workbook pages in it.

Mariá Scamehorn, CMCP



From: Derek Bargmann <Derek.Bargmann@cityofsewardne.gov>

Sent: Friday, May 30, 2025 12:54

To: Maria Scamehorn <mscamehorn@sewardcountyne.gov>

Cc: Brian Peters <Brian.Peters@cityofsewardne.gov>

Subject: RE: E911 Budget

Thank you, Maria. We will see you on Tuesday night!

From: Maria Scamehorn <mscamehorn@sewardcountyne.gov>

Sent: Friday, May 30, 2025 12:05 PM

To: Derek Bargmann <Derek.Bargmann@cityofsewardne.gov>

Cc: Brian Peters <Brian.Peters@cityofsewardne.gov>

Subject: Re: E911 Budget

Derek here is the budget sheet for this year.

Happy Friday!

2. Consideration of a Request from Centennial Market Cooperative (NE License #125311) for the Approval of a Special Designated Liquor License Application for an Event at Harvest Hall on July 18, 2025 - City Administrator Butcher

SDL – LOCAL RECOMMENDATION

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

125311 License # Centennial Market Cooperative Licensee Name/Non-Profit Organization

Event location name: Harvest Hall

Event address/location: 1625 Fairground Cir. Seward, NE.

Event Type: Utica Foundation Fund Drive

Event date(s): July 18, 2025

Event start time(s): 5:00 PM

Event end time(s): 11:59 P.M.

Indoor area to be licensed in length & width: _____ X _____

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

Estimated number of attendees: 225

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Utica Foundation Event contact phone number: _____

Event contact Email: _____

*Signature Authorized Representative: 

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

STATE OF  NEBRASKA
LIQUOR LICENSE

125311

Class D Beer, Wine, Spirits Off Sale Only

Valid From May 01, 2025 Until Apr 30, 2026

UNLESS SOONER REVOKED, SUBJECT TO THE PROVISIONS OF SAID ACT AND SUCH RULES AND REGULATIONS AS MAY HAVE BEEN OR MAY HEREAFTER BE PROMULGATED OR ADOPTED.

LICENSEE:

CENTENNIAL MARKET COOPERATIVE
620 D ST
UTICA, NE 68456-6157

PREMISES:

CENTENNIAL MARKET
620 D ST
UTICA, NE 68456-6157

Region: Seward 16

LEGAL DESCRIPTION:

ONE STORY BUILDING APPROX 60 X 100

WHEREAS, THE ABOVE HAS ON FILE WITH THE LIQUOR COMMISSION AN APPLICATION AND BOND AS REQUIRED BY LAW WHICH HAS BEEN DULY APPROVED, AND HAS PAID ALL FEES REQUIRED BY LAW, AS PROVIDED IN THE NEBRASKA LIQUOR CONTROL ACT.

The License is NOT ASSIGNABLE and is valid for use only by the Licensee at the above designated location, where it must be conspicuously displayed, suitably framed under a transparent substance.

Attest



Executive Director



NEBRASKA LIQUOR CONTROL COMMISSION



Chairman

3. Consideration of an Offer Received to Purchase Land within the Commercial Rail Campus Development Area, Legally Described as 'Lots 16 & 17, Seward Rail Campus PUD Second Addition Located in the SE1/4 of Section 29, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska' - City Administrator Butcher
 - A. Consideration of an Ordinance to Direct the Conveyance of Real Property to DARI Processing, LLC

**ORDINANCE NO. 2025-13
CITY OF SEWARD, NEBRASKA**

AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO DARI PROCESSING, LLC; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

SECTION 1. The City of Seward, Nebraska (“City”) owns certain real property legally described as:

Lots 16 & 17, Seward Rail Campus PUD Second Addition located in the SE1/4 of Section 29, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska

Herein after referred to as “Property”.

SECTION 2. The City currently owns and maintains the Property.

SECTION 3. The City desires to convey the Property to DARI Processing, LLC.

SECTION 4. The City hereby approves the conveyance and transfer of the Property to DARI Processing, LLC in accordance with Nebraska law and the Seward Municipal Code.

SECTION 5. The Mayor of the City is hereby authorized to execute a Purchase Agreement and warranty deed and to take all actions necessary to effectuate the transfer of the Property to DARI Processing, LLC.

SECTION 6. Pamphlet Form; Publication, When Operative. This ordinance shall be published in pamphlet form and shall be in full force and effective from after its passage, approval, and publication or posting as required by law and city ordinance.

Passed and approved this 3rd day of June, 2025.

CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

B. Consideration of a Purchase Agreement with DARI Processing, LLC

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made and entered into on June ____, 2025 (the “Effective Date”), by and between City of Seward, Nebraska (the “Seller”), and Dari Processing, LLC, a Nebraska limited liability company, or its assigns (the “Buyer”).

RECITALS

- A. Seller is the owner in fee simple of the Property (as defined in Section 1 below);
- B. Seller desires to sell and Buyer desires to acquire the Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. Transfer of Property.

- 1.1. Property. As used in this Agreement, the “Property” shall mean collectively:

Lots 16 & 17, Seward Rail Campus PUD Second Addition located in the SE1/4 of Section 29, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska

Commonly referred to as 1144 Worthman Boulevard, Seward, Nebraska, and 1143 Worthman Boulevard, Seward, Nebraska.

- 1.1.1. all right, title, and interest, if any, of Seller, in and to (i) any land lying in the bed of any street, road, or access way, opened or proposed, in front of, at a side of, or adjoining the land to the centerline thereof; (ii) all reversions, remainders, appurtenances, easements, licenses, tenements and hereditaments appertaining to, or otherwise benefiting or used in the operation of the Land; and (iii) any and all water, water rights or similar rights or privileges (including tap rights) appurtenant to or used in connection with the ownership or operation of the Land;
- 1.1.2. Seller’s interests in all permits, licenses, approvals, authorizations and other entitlements relating to the Land;
- 1.1.3. Seller’s interests in all warranties and guaranties given to, assigned to or benefitting Seller with respect to the Land; and
- 1.1.4. To the extent in Seller’s possession, all records of Seller used or useful in connection with the operation of the Land, including all records regarding

management and leasing, real estate taxes and assessments, insurance, tenants, maintenance, repairs, budgets, capital improvements and services.

- 1.2. Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.
- 1.3. Purchase Price and Payment. Buyer shall pay to Seller NINE HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED TWENTY NINE and 00/100 DOLLARS (\$986,129) (the "Purchase Price) of which Fifty Thousand and No/100 Dollars (\$50,000.00) ("Earnest Money Deposit") shall be delivered by Buyer to Title Services of Blue Valley, 104 S. 5th Street, #205, Seward, Nebraska 68434("Title Company") within five (5) business days following the Effective Date hereof, and the balance, without interest, shall be payable at Closing, subject to adjustments and prorations as herein provided.
- 1.4. Closing. The Closing of the purchase and sale of the Property shall be 30 days after the expiration of the Due Diligence Period (as defined in Section 1.5 below) at the Title Company's office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the "Closing").
- 1.5. Due Diligence. As used in this Agreement, the "Due Diligence Period" shall mean the period expiring on 11:59 p.m. central time on the date that is 60 days after the date Buyer receives the Title Commitment (as defined in Section 1.7 below). During the Due Diligence period the Buyer may terminate the agreement at any time, and that if the agreement is terminated during the Due Diligence period, the full "Earnest Money Deposit" will be returned to Buyer. Such Due Diligence period shall be extended due to the delay of the Seller to provide a survey or provide a timely title commitment. Such extension shall be for the same number of days as the delay.
- 1.6. Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property, in a form acceptable to Buyer, conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights or covenants, except for easements and restrictions of record that are approved in writing by Buyer or deemed approved pursuant to Section 1.7 below ("Permitted Exceptions"). The Permitted Exceptions shall not include (i) rights or claims of parties in possession not shown by the public records; (ii) easements, or claims of easements, not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property; (iv) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; and (v) any mortgage, deed of trust or other security interest or lien. Seller shall deliver possession of the Property to Buyer at the time of Closing. Seller hereby agrees to pay all costs, expenses, penalties, fees and premiums necessary to

satisfy and discharge all mortgages, deeds of trust, or other security interests encumbering the Property.

- 1.7. Title Insurance. Within sixty (60) days after the Effective Date hereof, Seller shall furnish Buyer with a commitment for a owner's policy of title insurance in which the Title Company agrees to insure Buyer good and marketable fee simple title to the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions, together with legible copies of all exception documents referenced therein (collectively, the "Title Commitment"). During the Due Diligence Period, Buyer shall notify Seller of any objections it has with respect to Seller's title to the Property as shown on the Title Commitment and Survey (as defined in Section 1.8 below) (the "Objections"). Within ten (10) business days after receipt of the Objections, if Seller shall elect not to cure any Objection(s), Seller shall give written notice thereof to Buyer, and within ten (10) business days of receipt of such notice, Buyer shall elect in writing either (i) to terminate this Agreement, or (ii) to proceed to close on the Property subject to such Objection(s) as Permitted Exceptions. Seller shall be deemed to elect to cure any Objection not named in such a notice by Seller. Failure of Buyer to notify Seller of Buyer's election within ten (10) business days of receipt of Seller's aforesaid notice shall be deemed an election to terminate this Agreement. If this Agreement is not terminated, then in the event (1) Seller shall fail to cure any such Objections, if any, not deemed Permitted Exceptions, as aforesaid, on or prior to the Closing or (2) further defects, liens, encumbrances, adverse claims, restrictions, rights-of-way, easements or other matters relating to Seller's title to the Property arise or are discovered after the effective date of the Title Commitment and are not removed by Seller or approved in writing by Buyer on or before the date of Closing, Seller shall be in breach of this Agreement and Buyer may pursue its remedies hereunder, or, at Buyer's option, Buyer shall have right to terminate this Agreement by giving written notice to Seller. Upon any such termination, the Earnest Deposit shall be returned to Buyer and this Agreement shall be null and void and of no further force and effect, and Seller shall promptly pay all charges of the Title Company and surveyor. Notwithstanding the foregoing, Seller agrees to cure any mortgage, deed of trust, or other security interest or lien encumbering the Property. In the event further defects, liens, encumbrances, adverse claims, restrictions, rights-of-way, easements or other matters relating to Seller's title to the Property arise or are discovered after the effective date of the Title Commitment, Seller must remove such matters on or before the date of Closing. The premium for the owner's title insurance policy and the closing fee of the Title Company shall be divided equally between Seller and Buyer.
- 1.8. Survey. Buyer may order, at Buyer's expense, a ALTA survey from a licensed and registered surveyor ("Survey"), locating the out-boundaries of the Property, and locating all matters constituting appurtenances or exceptions to title shown on the Title Commitment. The Survey, when approved by Buyer, shall conclusively establish the legal description of the Property.

- 1.9. Taxes, Assessments, and other Costs. Seller shall be responsible for all taxes relating to the Property for the year preceding Closing and all prior years as well as all special assessments levied prior to Closing. Taxes relating to the Property for the calendar year when Closing occurs shall be pro-rated as of the date of Closing. Buyer shall pay the filing fee which becomes payable upon recordation of the warranty deed.
 - 1.10. Purchase Agreement Preparation and Legal Representation. The cost of preparation of this Purchase Agreement shall be paid for by Seller, which shall be prepared by the law firm of Hoffschneider Law, P.C. LLO. Should Buyer choose to be represented by legal counsel, Buyer shall be responsible for all of Buyer's own attorney fees and costs charged to Buyer by Buyer's attorney.
 - 1.11. Remonstrance Contingency. The Closing of this sale is contingent upon the City of Seward not receiving a remonstrance against this sale within 30 days after passage and publication of an ordinance directing the conveyance of the Property in accordance with the procedures set forth in Neb. Rev. Stat. § 16-202 and Seward Municipal Code 8-102. If the City receives such a remonstrance within such 30-day period, this Agreement shall be null and void and the Buyer shall be entitled to a full refund of Buyer's Earnest Money Deposit as Buyer's sole recourse against the City for its inability to convey the Property to the Buyer.
2. Representations and Warranties.
 - 2.1. Representations and Warranties of Seller. Seller represents and warrants to Buyer and Buyer's successors and assigns, as follows, which shall be considered made as of the Effective Date and as of the Closing:
 - 2.1.1. Ownership. Seller is the sole owner in fee simple of the Property. The person(s) signing this Agreement on behalf of Seller by their execution hereof certify and stipulate to Buyer that the named Seller has the authority and capacity to enter into and perform this Agreement, and that all necessary requirements have been followed and complied with to authorize and empower them to execute this Agreement.
 - 2.1.2. No Violations. Seller has not received notice, written or otherwise, from any governmental agency, and is not aware of any pending governmental agency notification, of any violations or alleged violations of law not cured which affect the Property, or written notice of any actions, proceedings or investigations which would affect the Property, and Seller has not received notice of and is not aware of any pending or threatened eminent domain action. The Property is in full compliance with all applicable building codes, environmental, zoning and land use laws, and all other applicable federal, state and local laws and regulations, and

all provisions of any restrictive covenants and regulations applicable to the Property.

- 2.1.3. No Tenancies. There are, and as of Closing there shall be, no tenancies or occupancies affecting the Property.
- 2.1.4. No Third Party Rights. Except for this Agreement, the Property is not subject to any outstanding agreement(s) of sale, option(s) or other right(s) of third parties to acquire any interest therein.
- 2.1.5. No Litigation. There is no pending litigation or proceeding pending against or relating to Seller's ownership, use or operation of the Property, or which may interfere with Seller's ability to convey marketable title to the Property including any petitions for remonstrance pursuant to Neb. Rev. Stat. 16-202, and, to Seller's knowledge, no such litigation or proceeding is threatened. In the event that Seller receives any such notice between the Effective Date and Closing, Seller shall immediately notify Buyer thereof, and Buyer shall have the right to terminate this Agreement, whereupon the Earnest Money Deposit shall be returned to Buyer.
- 2.1.6. No Tax Deficiencies. To Seller's knowledge, no federal, state, county or local taxing authority has asserted any tax deficiency, lien, assessment or penalty or interest in connection therewith, against the Property or Seller that has not been fully paid prior to the Effective Date.
- 2.1.7. Hazardous Substances. To Seller's best knowledge, there are and have been no petroleum products or hazardous waste or hazardous substances as defined under all applicable federal, state and local environmental laws, including, but not limited to, hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, as amended, and hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and all regulations thereunder, stored, released or disposed of on or from the Property or on or from any property located within three hundred (300) feet of the Property; there are no underground storage tanks on the Property; and there has been no removal of any tanks from the Property.
- 2.1.8. Access. There is unrestricted roadway access providing adequate ingress and egress to and from the Property and the Property is served by all utilities necessary for its current operation.
- 2.1.9. No Conflicts. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated herein will conflict with or result in a breach of any agreement to which Seller is a party or by which any of its property is bound, or constitute a default thereunder or result in the creation of any lien or encumbrance upon the Property.

2.1.10. Maintenance of the Property. Until possession is given to Buyer, Seller will keep and maintain the Property in as good condition as it now is, reasonable wear and tear excepted.

2.1.11. No Brokerage Agreement. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Seller acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity. Seller agrees to indemnify and hold Buyer harmless from and against any loss, cost and expense, including attorney's fees, which Buyer shall suffer by reason of the breach of the foregoing, which shall survive Closing.

2.2. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.2.1. No Brokerage Agreement. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Buyer acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C. LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity. Buyer agrees to indemnify and hold Seller harmless from and against any loss, cost and expense, including attorney's fees, which Seller shall suffer by reason of the breach of the foregoing, which shall survive Closing.

3. Property Entitlements. Seller shall cooperate with, support, and assist Buyer in Buyer's pursuit of local, state and/or federal financial assistance and other entitlements for Buyer's use, construction, development and operation of the Property including, but not limited to, tax increment financing and eligible benefits under the Nebraska Advantage Act, Customized Job Training, Site and Building Development Fund programs. Seller further agrees to execute any and all applications, documents or other instruments that may be required in connection with Buyer's pursuit of such entitlements. Buyer shall cooperate with, support, and assist Seller in Seller's pursuit of local, state and/or federal financial assistance and other entitlements for Seller's use, construction, development and operation of public utilities and roadways to serve the Property including, but not limited to, Nebraska Department of Transportation Economic Opportunity Program and Nebraska Department of Economic Development Community Development Block Grant Public Works Program. This provision shall survive the Closing.

4. Conditions. In addition to all other conditions to Buyer's obligations hereunder, Buyer's obligations hereunder shall be conditioned upon the occurrence or fulfillment of each of the following conditions or events:

- 4.1. The receipt by Buyer at Closing of an owner's policy of title insurance from Title Company insuring good and marketable fee simple title to and ownership of the Property in Buyer in the amount of the Purchase Price with exceptions on Schedule B thereof only for the Permitted Exceptions, and such endorsements as Buyer may reasonably request.
- 4.2. The delivery to Buyer of the deed described in Section 1.6 above.
- 4.3. Prior to the expiration of the Due Diligence Period, Buyer's tax increment financing application to the Seward Community Development Authority has been approved and the Seward City Council and Buyer have approved the terms of the redevelopment agreement for the Property in accordance with the Nebraska Community Development Law.
- 4.4. The parties shall have agreed to a form declaration of easements, covenants and restrictions applicable to the future development of the Property and the surrounding Seward Regional Rail Campus. Seller shall provide to Buyer the initial draft of said declaration within the first 30 days of the Due Diligence Period. Said declaration shall be recorded at Closing at Seller's cost.
- 4.5. The parties shall have agreed to a site readiness memorandum of understanding ("MOU") that requires the Seller to satisfy certain site readiness obligations with respect to the Property including, but not limited to, site preparation, access, and wastewater, electrical, telecommunications and other utilities necessary for Buyer's construction and operation of its business on the Property. This Purchase Agreement and the obligation hereto are contingent upon compliance with the MOU, and any default by either party to the MOU shall constitute a default to this Purchase Agreement.
- 4.6. The Seller shall deliver to the Title Company at or prior to Closing any documents or instruments reasonably required by the Title Company to issue the owner's title insurance policy and to close the transaction contemplated by this Agreement including, but not limited to, an owner's affidavit and closing statement.
- 4.7. Prior to expiration of the Due Diligence Period, Buyer and Buyer's representatives shall have made such inspections of the Property and shall have conducted or obtained such examinations, investigations, tests, environmental studies and other studies and reports of the Property including, without limitation, investigations of the physical condition of the Property, utility availability, engineering tests, and architect's report, as it shall deem desirable, and the results of any such examinations, investigations, tests, studies or reports, and review of the Seller's documents applicable to the Property shall be satisfactory to Buyer in Buyer's sole and absolute discretion. Seller hereby agrees to permit Buyer or its representatives

to enter the Property for such purposes. Buyer shall repair any damage to the Property caused by any such entry.

- 4.8. Prior to expiration of the Due Diligence Period, Buyer shall have obtained all permits and approvals (including, without limitation, building permits, sign approvals, zoning changes or conditional use permits, architectural approvals and curb cut authorizations) from the applicable city and county governments for where the Property is situated and any other applicable governmental or quasi-governmental entity necessary in Buyer's opinion for the use and occupancy of the Property for Buyer's intended use, subject only to such conditions or requirements as are acceptable to Buyer in its sole and absolute discretion. At Buyer's written request, this contingency shall automatically be extended for an additional period reasonably necessary to obtain resolution of such applications, not to exceed six (6) months, and the Closing shall be extended accordingly.
- 4.9. No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors.
- 4.10. At Closing, there shall have occurred (in Buyer's sole determination) no material adverse change to the Property from the expiration of the Due Diligence Period through the Closing.

If any of the foregoing conditions are not fulfilled within the time periods indicated, or waived in writing by Buyer, then, at Buyer's option, the Earnest Money Deposit (less \$100, which shall be retained by Seller as independent consideration for Buyer's rights under this Agreement) shall be returned to Buyer and Buyer's obligations under this Agreement shall be null and void and of no further force or effect. The conditions contained in this section are for the benefit of Buyer and Buyer may, in its sole discretion, elect to waive any such contingency by written notice thereof given to Seller.

5. Default.

- 5.1. Default of Seller. If Seller fails to perform all of its obligations and terms of this Agreement, and such failure continues more than five business days after Buyer's written notice thereof, Seller shall be in default hereunder and Buyer may, as Buyer's sole remedy, elect to terminate this Agreement, and shall be entitled to a return of the entire Earnest Money Deposit under Section 1.3 of this Agreement, or pursue a suit for specific performance.
- 5.2. Default of Buyer. If Buyer fails to perform all its obligations and terms of the Agreement, and such failure continues more than five business days after Seller's written notice thereof, Buyer shall be in default hereunder and the Seller may, at its option, elect to terminate the Agreement and receive and retain the entire Earnest Money Deposit under Paragraph 1.3 of this Agreement as Seller's sole and absolute remedy.

6. Miscellaneous.

- 6.1. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 6.3. Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.
- 6.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 6.5. Notices. All notices, requests, demands, objections and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, by U.S. registered or certified mail, return receipt requested, postage prepaid, by email, if followed immediately by notice through overnight commercial courier, or by overnight commercial courier providing confirmation of delivery to the party at the following address or to such other address as any party hereto may from time to time in writing designate to the other parties:

If to Seller: Greg Butcher, City Administrator
City of Seward
P.O. Box 38
537 Main Street
Seward, NE 68434

With a Copy to: Kelly R. Hoffschneider
Hoffschneider Law, P.C., LLO
1120 K Street, Suite 200
Lincoln, NE 68508

If to Buyer: Brett Rusher
DARI Processing Registered Agent
2670 Road D
Rising City, NE 68658

With a Copy to: Donald H. Bowman

Bowman & Krieger
1045 Lincoln Mall – Suite 100
Lincoln, NE 68508

- 6.6. Survival and Nonmerger. All terms, conditions, obligations, representations and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder and shall not merge into any deed.
- 6.7. Time is of the Essence. For purposes of the respective obligations of the parties hereto, the parties agree that time is of the essence in the performance of their respective obligations hereunder.
- 6.8. Risk of Loss. All risk of loss and damage to the Property or other casualty until Closing is assumed by the Seller.
- 6.9. Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision invalid in any case as of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.
- 6.10. Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions therein, or conditions thereof.
- 6.11. Assignment. Buyer shall have the absolute right to assign its rights under this Agreement to any parent, subsidiary, successor by merger, or any entity affiliated with or under common ownership with Buyer, or to a qualified intermediary in connection with a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Upon Buyer's assignment of this Agreement, the assignee shall be deemed substituted, by novation, for the named Buyer and such assignee shall assume Buyer's obligations hereunder and the named Buyer hereunder shall have no further liability hereunder.
- 6.12. Attorneys' Fees. In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their obligations hereunder or the effect of a termination under this Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees.

SELLER:

City of Seward, Nebraska

By: _____
Joshua Eickmeier, Mayor

STATE OF NEBRASKA)
)
COUNTY OF SEWARD) ss.

The foregoing instrument was acknowledged before me this ____ day of June, 2025, by Joshua Eickmeier, Mayor of the City of Seward, Seller.

Notary Public

BUYER:

Dari Processing, LLC

By: _____

Name:

Title:

STATE OF NEBRASKA)
)
COUNTY OF SEWARD) ss.

The foregoing instrument was acknowledged before me this ____ day of June, 2025, by _____, the _____ of Dari Processing, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

Notary Public

4. Consideration of an Offer Received to Purchase Land within the Commercial Rail Campus Development Area, Legally Described as 'Lot 14, Seward Rail Campus PUD 2nd Addition, City of Seward, Seward County, Nebraska' - City Administrator Butcher
 - A. Consideration of an Ordinance to Direct the Conveyance of Real Property to Good Life Ltd. d/b/a Parker Baby Co.

ORDINANCE NO. 2025-14
CITY OF SEWARD, NEBRASKA

AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO GOOD LIFE LTD. D/B/A PARKER BABY CO.; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

SECTION 1. The City of Seward, Nebraska (“City”) owns certain real property legally described as:

Lot 14, Seward Rail Campus PUD 2nd Addition, City of Seward, Seward County, Nebraska

Herein after referred to as “Property”.

SECTION 2. The City currently owns and maintains the Property.

SECTION 3. The City desires to convey the Property to Good Life Ltd. d/b/a Parker Baby Co.

SECTION 4. The City hereby approves the conveyance and transfer of the Property to Good Life Ltd. d/b/a Parker Baby Co., in accordance with Nebraska law and the Seward Municipal Code.

SECTION 5. The Mayor of the City is hereby authorized to execute a Purchase Agreement and warranty deed and to take all actions necessary to effectuate the transfer of the Property to Good Life Ltd. d/b/a Parker Baby Co.

SECTION 6. Pamphlet Form; Publication, When Operative. This ordinance shall be published in pamphlet form and shall be in full force and effective from after its passage, approval, and publication or posting as required by law and city ordinance.

Passed and approved this 3rd day of June, 2025.

CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

B. Consideration of a Purchase Agreement with Good Life Ltd. d/b/a Parker Baby Co.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made and entered into on May ____, 2025, by and between City of Seward, Nebraska (“Seller”), and Good Life Ltd. d/b/a Parker Baby Co., a Colorado limited company, or its assigns (“Buyer”).

RECITALS

A. Seller is the owner of certain real property (the “Property”) legally described as:

See attached Exhibit “A”.

B. Seller desires to sell and Buyer desires to acquire the property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. Transfer of Property.

1.1 Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.

1.2 Purchase Price and Payment. Buyer shall pay to Seller Five Hundred Thirty-Three Thousand Nine Hundred Eighty-Eight Dollars and Thirteen Cents (\$533,988.13) (the “Purchase Price”), of which Fifteen Thousand Dollars (\$15,000.00) (“Earnest Money Deposit”) shall be delivered to Title Services of Blue Valley (“Title Company”), upon execution of this Agreement, and the balance, without interest, shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The Closing of the purchase and sale of the Property (the “Closing”) shall take place on or after May 15, 2025, but in no event later than August 1, 2025 (the “Closing Deadline”), at the Title Company’s office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree.

1.4 Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights or covenants, except for easements and restrictions of record that are acceptable to Buyer. Seller shall deliver possession of the Property to Buyer at the time of Closing.

1.5 Title Insurance. Prior to Closing, Seller shall furnish Buyer with a commitment for an owner’s policy of title insurance, with copies of all easements, in the amount of Purchase Price, which insures marketable title to the Property, subject only to

easements and restrictions of record that are acceptable or deemed acceptable to Buyer. Absent timely objection prior to Closing, any easement or restriction identified in the commitment shall be deemed acceptable to Buyer. Seller shall have a reasonable period to cure any unacceptable easement or restriction. The premium for the owner's title insurance policy and the closing fee of the Title Company shall be divided equally between Seller and Buyer. The premium for a loan policy connected with Buyer's financing, if any, shall be paid by Buyer.

1.6 Taxes, Assessments, and other Costs. Seller shall be responsible for all taxes relating to the Property for the year preceding Closing and all prior years as well as all special assessments levied prior to Closing. Taxes relating to the Property for the calendar year when Closing occurs shall be pro-rated as of the date of Closing. Buyer shall pay the filing fee which becomes payable upon recordation of the warranty deed.

1.7 Purchase Agreement Preparation and Legal Representation. The cost of preparation of this Purchase Agreement shall be paid for by Seller, which shall be prepared by the law firm of Hoffschneider Law, P.C. LLO. Buyer shall be responsible for all of Buyer's own attorney fees and costs charged to Buyer by Buyer's attorney.

1.8. Remonstrance Contingency. The Closing of this sale is contingent upon the City of Seward not receiving a remonstrance against this sale within 30 days after passage and publication of an ordinance directing the conveyance of the Property in accordance with the procedures set forth in Neb. Rev. Stat. § 16-202 and Seward Municipal Code 8-102. If the City receives such a remonstrance, this Agreement shall be null and void and the Buyer shall be entitled to a full refund of Buyer's Earnest Money Deposit as Buyer's sole recourse against the City for its inability to convey the Property to the Buyer.

1.9. Tax Increment Financing. The Closing of this sale is contingent upon the Buyer's tax increment financing application to the Seward Community Redevelopment Authority ("CRA") being approved by the CRA, the Seward City Council, and Buyer of the terms of a redevelopment agreement for the Property in accordance with the Nebraska Community Development Law. The parties agree that acquisition of the Property will qualify as an eligible TIF expenditure if and when the application is ultimately approved.

1.10 Financing. The Closing of this sale is contingent upon Buyer receiving a commitment to finance the purchase price for the Property from a financial institution of Buyer's choosing upon terms acceptable to Buyer. Buyer agrees to apply for any financing required for the Closing within twenty (20) days after the date of this Agreement.

1.11 Road Access and Utilities. The Closing of the sale is contingent upon Buyer and Seller reaching an agreement that will obligate Seller to extend Worthman Boulevard to the Property and, to the extent they are not already available, to extend utilities (water, sewer, electric) to the Property, all within a timeframe agreed to by the parties.

1.12 Inspections. The Buyer may conduct, at Buyer's expense, such inspections of the Property as shall be desired by Buyer to confirm that it is suitable for Buyer's intended purposes. The Closing of the sale is contingent upon Buyer being reasonably satisfied with the results of such inspections.

1.13 Failure of Contingency. If a contingency to a party's obligation to Close as set forth herein is not satisfied on or before the Closing Deadline, that party may terminate this Agreement, in which case, the Earnest Money Deposit will be refunded to Buyer and neither party will have any further obligation under this Agreement.

2. Representations and Warranties.

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Hazardous Substances. Seller hereby represents that the Property does not contain any known substances deemed hazardous under any applicable Local, State and Federal laws and regulations. Seller specifically grants Buyer the right to conduct an environmental study at any time prior to Closing to determine whether any environmental hazards exist. Seller acknowledges that it has made such representations and that such representations are a material inducement to Buyer to enter into this Agreement. In the event hazardous substances are discovered on the Property prior to Closing, Buyer may terminate this Agreement by written notice to the Seller, and the Buyer shall receive a refund of all money deposited with the Title Company

2.1.2 Maintenance of the Property. Until possession is given to Buyer, Seller will keep and maintain the Property in as good condition as it now is, reasonable wear and tear excepted.

2.1.3 No Brokerage Agreement. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Seller acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

3. Default

3.1 Default of Seller. If all the contingencies to Seller's obligations hereunder shall be satisfied, Buyer shall perform all of its obligations under the terms of this Agreement, and Seller shall default in the performance of any of the terms and conditions of this Agreement, Buyer may, at Buyer's option, elect to terminate this Agreement, and shall be entitled to a return of the Earnest Money Deposit under Paragraph 1.2 of this

Agreement, and to pursue any other legal or equitable remedies against Seller, including, without limitation, a suit for specific performance.

3.2 Default of Buyer. If all the contingencies to Buyer's obligations hereunder shall be satisfied, Seller shall perform all its obligations and terms of the Agreement, and Buyer shall default in the performance of any of the terms and conditions of this Agreement, the Seller may, at Seller's option, elect to terminate the Agreement and receive and retain the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and pursue any other legal or equitable remedies against Buyer, including, without limitation, a suit for specific performance.

4. Miscellaneous.

4.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4.3 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

4.5 Notices. All notices, requests, demands, objections and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed registered or certified mail, return receipt requested, postage prepaid, to the party at the following address or to such other address as any party hereto may from time to time in writing designate to the other parties:

If to Seller: Greg Butcher, City Administrator
City of Seward
P.O. Box 38
537 Main Street
Seward, NE 68434

With a Copy to: Kelly R. Hoffschneider, City Attorney
Hoffschneider Law, P.C., LLO
1120 K Street, Suite 200
Lincoln, NE 68508

kelly@hoffschneiderlaw.com
(402) 261-7677

If to Buyer: Sam Huebner
Good Life Ltd. d/b/a Parker Baby Co.
1144 N 5th St.
Seward, NE 68434

With a Copy to: Tim Moll
Rembolt Ludtke LLP
125 South 6th Street
Seward, NE 68434
tmoll@remboltlawfirm.com
(402) 473-2150

4.6 Survival and Nonmerger. All terms, conditions, obligations, representations and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder and shall not merge into any deed.

4.7 Time is of the Essence. For purposes of the respective obligations of the parties hereto, the parties agree that time is of the essence in the performance of their respective obligations hereunder.

4.8 Risk of Loss. All risk of loss and damage to the Property or other casualty until Closing is assumed by the Seller.

4.9 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision invalid in any case as of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

4.10 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions therein, or conditions thereof.

[SIGNATURES ON FOLLOWING PAGES]

SELLER:

City of Seward, Nebraska

By: _____
Joshua Eickmeier, Mayor

BUYER:

Good Life Ltd. d/b/a Parker Baby Co.

By: _____
Sam Huebner, Manager

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 14, Seward Rail Campus PUD 2nd Addition, City of Seward, Seward County, Nebraska. The Property consists of 4.46 acres (194,177,50 square feet), more or less, and is commonly referred to as 1027 Worthman Blvd., Seward, Nebraska.

4932-5508-4861, v. 2

5. Consideration of a Resolution Directing the Conveyance of Real Property, Legally Described as 'All the adjacent vacated alley running North and South along the west line lots 2 and 3, Block 38, Cloyd's Addition, City of Seward, Seward County, Nebraska' - City Administrator Butcher

**RESOLUTION NO. 2025-15
CITY OF SEWARD, NEBRASKA**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA
AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY VALUED AT LESS THAN \$5,000
TO BUGEATERS PROPERTIES LLC.**

Recitals

A. The City of Seward, Nebraska (“City”), owns certain real property (“Property”) located in Seward County and more particularly described as follows:

All the adjacent vacated alley running North and South along the west line lots 2 and 3, Block 38, Cloyd’s Addition, City of Seward, Seward County, Nebraska.

B. The City currently owns and maintains the Property.

C. The City desires to convey the Property to Bugeaters Properties LLC.

NOW THEREFORE, be it resolved by the City of SEWARD, Nebraska:

1. The City hereby approves the conveyance and transfer of the Property to Bugeaters Properties LLC. in accordance with Nebraska law.

2. The Mayor of the City is hereby authorized per Seward Municipal Code Section 340-1.2(F) to execute a Purchase Agreement and a quit-claim deed and to take all actions necessary to effectuate the transfer of the Property to Bugeaters Properties LLC

This has been approved as of the 3rd day of June, 2025.

CITY OF SEWARD, NEBRASKA

By: _____
Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

(Seal)

6. Consideration of an Amendment (#5) to the Engineering Services Agreement with The Schemmer Associates, Inc. for the Worthman Blvd Watermain Projects, Phase II & III, in the Amount of \$55,896.90 - City Engineer Oneby

This is **EXHIBIT A Part 6**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 27, 2025.

**AMENDMENT NO. 5
AMENDMENT TO OWNER-ENGINEER AGREEMENT**

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: 01/17/2024
- b. Owner: City of Seward Nebraska
- c. Engineer: The Schemmer Associates, Inc.
- d. Project: WORTHMAN BOULEVARD EXTENSION

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

City of Seward

By: _____

Title: _____

Date Signed: _____

Signed: _____

ENGINEER:

The Schemmer Associates, Inc.

By: Doug Holle

Title: Executive Vice President

Date Signed: May 27, 2025

Signed: _____



Modifications

1. Engineer shall perform the following Additional Services:

Services to be provided by Schemmer consist of design services as set forth below:

A. GENERAL

This amendment includes work associated with separating the proposed water main plans from the Worthman Boulevard roadway project. The previous amendment included effort for separating the proposed water main into two separate projects. During the completion of the design, the City decided to separate the water main project into three projects to allow for early bidding and construction of the first segment of water main (Phase I). This contract amendment includes time for preparing a third set of construction plans (Phase III), bid documents, and permits for the remaining segment of the 16" water main that would cross the railroad and connect to the existing 14" water main, completing a water system loop for the Rail Campus.

This amendment also includes additional services for preparing annexation map exhibit and legal description for the Seward Rail Campus. At the direction of the City, the fee associated with Amendment #4 was utilized for completing the design, bidding, and permitting of second segment of the water main (Phase II).

B. DESIGN SERVICES

A list of the additional design/plan development tasks are found below:

- Project Management
- Coordination with Others
 - Schemmer will coordinate their design with City departments, outside agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with City departments, consultants, or outside agencies. One (1) coordination meeting with other City departments, consultants, or outside agencies is assumed for this project. Schemmer will be responsible for preparing the agenda as well as developing and distributing meeting minutes. This task does not include coordination with utilities or the public.
 - Up to two additional plan reviews related to the DARI development.
- Review Meeting
 - Schemmer will schedule and attend one additional review meeting to receive the City's review comments from the submittals. Schemmer will prepare and distribute meeting minutes.
- Water Main Design
 - Water Main Plan and Profiles – Includes additional development of watermain plan and profile sheets for extension of the proposed watermain under Walker Road and the railroad north to the existing 14" watermain along the railroad. 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. The total length of additional watermain design is approximately 150 feet (mostly bored).
 - No water modeling will be conducted.
- Utility Coordination
 - Schemmer will review the utility locations shown on the plans and verify these locations during field inspections. After the survey is complete, plans will be distributed to utility companies for verification of ownership, type, size, location, and whether or not the utility is cased.

- Schemmer will request that utility companies return marked up plans with utility verification. Schemmer will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.
- Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time during the development and determination of a preferred alignment. Schemmer shall identify and evaluate potential strategies to minimize or avoid major impacts where practical. Schemmer and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Schemmer will then request the utility company to verify the conflict, develop a solution, and provide an estimate of reimbursable costs (if applicable) associated with the utility relocation.
- Plans, Specifications, and Estimates
 - Plan sheets to be included for this plan set submittal will include the following:
 - Cover sheet
 - Summary of Quantities
 - General Notes
 - Details
 - Alignment sheets
 - Watermain plan and profile sheets (including utility crossing info in profile)
 - Hydrant profiles
 - Cross-connection pipe profiles
 - Construction and removal sheets
 - Right of Way Sheets
 - Standard plans (City of Lincoln)
 - 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.
- Permitting
 - Nebraska Department of Environment and Energy (NDEE)
 - Railroad Utility Crossing Permit
- Bidding
 - Schemmer will prepare one additional set of front-end documents and assist the City with advertising the project through A&D Technical Supply for plan distribution and logging issued plans. This also includes effort related to reviewing CBDG grant requirements to be included in the project contract.
 - Schemmer shall be responsible for answering design questions during the advertisement period and will incorporate the answers into the official addendum document for posting to bidders through A&D Technical Supply.
 - Schemmer shall review all bids received and provide comments to the City with a recommendation of award action.
- Annexation Map Exhibit and Legal Description – Schemmer will prepare one map of the area to be annexed (as directed by the City) and the corresponding meets and bounds legal description.

This amendment includes one additional plan set:

- Watermain plans for boring under Walker Road and the railroad to connect to the existing 14" main.

2. Other services that are considered additional effort and weren't anticipated in the original contract are as follows:
 - N/A
3. The responsibilities of Owner are modified as follows:
 - The City is responsible for determining new watermain pipe sizes and confirming water system capacity.
 - The City will reimburse Schemmer for all fees required by outside agencies, including but not limited to NDEE construction permit fees for Worthman Boulevard Water Main Phase I, II, and III.
4. For the additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to:
 - \$128,685.42 (original contract fee)
 - \$24,150.00 (approved Amendment #1 fee)
 - \$36,721.79 (approved Amendment #2 fee)
 - \$79,665.15 (approved Amendment #3 fee)
 - \$33,301.00 (approved Amendment #4 fee)
 - \$55,896.90 (Amendment #5 fee)**
 - \$358,420.26 (total estimated compensation)
5. The schedule for rendering services is modified as follows:

Schemmer will begin work immediately upon receipt of an accepted agreement and a notice to proceed. The Phase III watermain construction package will be ready for bidding before September 1, 2025, assuming timely completion of railroad coordination.
6. Other portions of the Agreement (including previous amendments, if any) are modified as follows: N/A

**Attachment 2: Hour Estimate Form
Amendment #5**

**WORTHMAN BOULEVARD EXTENSION
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	2	16										18
I.b.	Review Meetings with City Staff		4			2							6
I.c.	Coordination with Others		24			8							32
III.	Design												
III.a.	Water Main Plan and Profiles		4			24							28
III.b.	Utility Coordination	1	8			8							17
III.c.	General Notes Sheet					2							2
III.d.	Details Sheet		1			2							3
III.e.	Alignment Sheet					2							2
III.f.	Construction and Removal Sheets		1			8							9
III.g.	Right-of-Way Sheets		6			4		2					12
III.h.	Quantities/Opinion of Probable Construction Cost		3			4							7
III.i.	Quality Assurance/Quality Control	2	4			2		2					10
III.j.	Permitting (NDHHS, Railroad)	4	32			16		2					54
III.k.	Bid Phase Services	3	32			4							39
III.l.	Annexation Map Exhibit and Legal Description	2	4			6		8	12	16			48
	TOTALS	14	139	0	0	92	0	14	12	16	0	0	287

WORTHMAN BOULEVARD EXTENSION
City of Seward

Attachment 2: FEE SUMMARY SCHEDULE
Amendment #5

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2025 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$10,130.00
PRINCIPAL	2	\$260.00	\$520.00	
PROJECT MANAGER	44	\$190.00	\$8,360.00	
SENIOR PROJECT ENGINEER	0	\$185.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$145.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	10	\$125.00	\$1,250.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	0	\$155.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$95.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
III. Design				\$36,430.00
PRINCIPAL	12	\$260.00	\$3,120.00	
PROJECT MANAGER	95	\$190.00	\$18,050.00	
SENIOR PROJECT ENGINEER	0	\$185.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$145.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	82	\$125.00	\$10,250.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	14	\$155.00	\$2,170.00	
PARTY CHIEF SURVEYOR	12	\$110.00	\$1,320.00	
ASSOCIATE SURVEYOR	16	\$95.00	\$1,520.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
Subtotal Labor Costs	287		\$46,560.00	
DIRECT NON-SALARY COSTS:				
Printing	1	\$ 300.00	\$ 300.00	
Mileage	120	\$ 0.700	\$ 84.00	
Survey Mileage	152	\$ 0.700	\$ 106.40	
Geotech (Field Drilling Subcontractor)		\$ 925.00	\$ -	
Geotech (Lab Reimbursable)		\$ 210.00	\$ -	
Title Searches		\$ 450.00	\$ -	
Lodging		\$ 70.00	\$ -	
Per Diem		\$ 39.00	\$ -	
NDEE Permit Fees (Includes Phases I, II, and III)	1	\$ 7,846.50	\$ 7,846.50	
Private Utility Locate	1	\$ 1,000.00	\$ 1,000.00	
Wetland Delineation		\$ -	\$ -	
Sub-Total Direct Non-Salary Costs			\$ 9,336.90	
TOTAL ESTIMATED FEE			\$55,896.90	

7. Consideration to Approve a Construction Contract in the Amount of \$514,850.90 and Issue a Notice to Proceed to Vrba Construction for the Worthman Blvd Watermain Phase II Project - City Engineer Oneby

**SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Seward, Nebraska _____ (“Owner”) and
_____ Vrba Construction, Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, materials and equipment for WORTHMAN BOULEVARD WATERMAIN PHASE II. Work, per the plans and specifications, shall include clearing and grubbing, earthwork, water main construction, seeding, and all incidental work necessary to complete the Project as required by the plans and specifications.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**CITY OF SEWARD
WORTHMAN BOULEVARD WATERMAIN PHASE II
SCHEMMER PROJECT NO. 09336.001-B**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by the Schemmer Associates (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be completed per the CONTRACT TIME section of the special provisions after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions for WORTHMAN BOULEVARD WATERMAIN PHASE II.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>						
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>	
	"UNIT PRICE" AND "BID PRICE" AS DEVELOPED ON BID TAB					
Total of all Bid Prices (Unit Price Work)						\$ 514,850.90

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data,"
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Cover Page
2. Table of Contents
3. Notice to Contractors (page NC-1)
4. Instructions to Bidders (pages 200-1: 200-9)
5. Bid Form (pages 410-1: 410-8)
6. Bid Bond (pages 430-1: 430-2)
7. This Agreement (pages 520-1 to 520-8, inclusive).
8. Performance bond (pages 610-1 to 610-3, inclusive).
9. Payment bond (pages 615-1 to 615-3, inclusive).
10. Other bonds (pages – to --, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
11. General Conditions (pages 700-1 to 700-62, inclusive).
12. Supplementary Conditions (pages 800-1 to 800-9, inclusive).
13. Special Provisions (pages 1 to 122).
14. Drawings consisting of the Drawings listed on attached sheet index.
15. Addenda (numbers 1 to 3, inclusive).
16. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 8, inclusive).

- b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
17. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice of Award (pages 1 to 1, inclusive).
 - b. Notice to Proceed (pages 1 to 1, inclusive).
 - c. Work Change Directives.
 - d. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 4, 2025 (which is the Effective Date of the Agreement).

OWNER:

City of Seward, Nebraska

By: _____

Title: Mayor

Attest: _____

Title: City Clerk

Address for giving notices:

City of Seward

537 Main Street

Seward, NE 68434

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Vrba Construction, Inc.

By: _____

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Christina Alshen

Title: Project Manager

Address for giving notices:

Vrba Construction, Inc.

1177 Road 11

Schuyler NE 68461

License No.: 50377

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2025

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

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

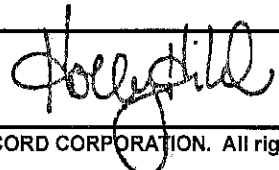
PRODUCER Agri-City Insurance 220 East 11th Street Schuyler NE 68661		CONTACT NAME: Jazmin Torres PHONE (A/C, No. Ext): (402) 352-2483 E-MAIL ADDRESS: jtorres@agri-city.com FAX (A/C, No): (402) 352-3366	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: EMCASCO INSURANCE COMPANY	
		INSURER B: EMPLOYERS MUTUAL CASUALTY COMPANY	
		INSURER C: Previsor	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2552313517 **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	ADDITIONAL INSURED	SUBROGATION WAIVED	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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6D56667	07/10/2024	07/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PCOPD \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E56667	07/10/2024	07/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 500,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J56667	07/10/2024	07/10/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	PRV3013862	07/10/2024	07/10/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Seward & Schemmer Associates are listed as additional insured.

CERTIFICATE HOLDER City of Seward 537 Main Street Seward NE 68434	CANCELLATION 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 
---	---

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Vrba Construction, Inc.
1177 Road 11
Schuyler, NE 68661

SURETY (Name, and Address of Principal Place of Business):

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095

OWNER (Name and Address):

City of Seward
537 Main Street
Seward, NE 68434

CONTRACT

Effective Date of Agreement: June 4, 2025

Amount: \$ 514,850.90

Description (Name and Location): Worthman Boulevard Watermain Phase II
1027 Worthman Boulevard, Seward, NE

BOND

Bond Number: 2298899

Date (Not earlier than Effective Date of Agreement): June 4, 2025

Amount: \$514,850.90

Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Vrba Construction, Inc. (Seal)
Contractor's Name and Corporate Seal

By: [Signature]
Signature

Joseph Vrba
Print Name

President
Title

Attest: [Signature]
Signature

Operations Manager
Title

SURETY

West Bend Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Jack Anderson
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature Stacie Schottenbauer

Underwriting Assistant
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency ~~or Broker~~ ACORA Surety & Insurance Services, LLC, PO Box 506, Montevideo, MN 56265, Ph: 320-269-8546

Owner's Representative *(Engineer or other party)*:

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Vrba Construction, Inc.
1177 Road 11
Schuyler, NE 68661

OWNER (Name and Address):

City of Seward
537 Main Street
Seward, NE 68434

CONTRACT

Effective Date of Agreement: June 4, 2025

Amount: \$ 514,850.90

Description (Name and Location): Worthman Boulevard Watermain Phase II
1027 Worthman Boulevard, Seward, NE

SURETY (Name, and Address of Principal Place of Business):

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095

BOND

Bond Number: 2298899

Date (Not earlier than Effective Date of Agreement): June 4, 2025

Amount: \$514,850.90

Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Vrba Construction, Inc. (Seal)
Contractor's Name and Corporate Seal

By:

[Signature]
Signature

Joseph Vrba
Print Name

President
Title

Attest:

[Signature]
Signature

Operations Manager
Title

SURETY

West Bend Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

[Signature]
Signature (Attach Power of Attorney)

Jack Anderson
Print Name

Attorney-in-Fact
Title

Attest:

[Signature]
Signature Stacie Schottenbauer

Underwriting Assistant
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency ~~or Broker~~ ACORA Surety & Insurance Services, LLC, PO Box 506, Montevideo, MN 56265, Ph: 320-269-8546

Owner's Representative *(Engineer or other)*:

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

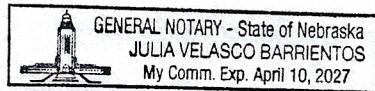
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Nebraska }
County of Sarpy }

On this 27th day of May, in the year 2025, before me personally come(s) Nicole Moore, to me known, who being duly sworn, deposes and says that he/she resides in the City of Gretna that he/she is the Operations Manager of the Virba Construction, Inc., the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



Julia Velasco Barrientos
Notary Public



Bond No. 2298899

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jack Anderson, Rita Jorgenson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

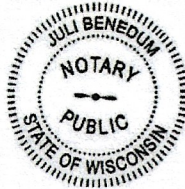
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



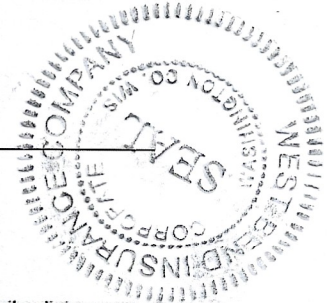
Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 4th day of June, 2025



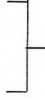
Christopher C. Zwygart
Christopher C. Zwygart
Secretary



ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

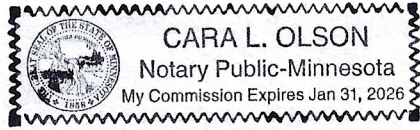


On this 23rd day of May, 2025, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **West Bend Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.

Cara L. Olson

NOTARY PUBLIC

My Commission Expires 1/31/2026



8. Consideration of a Recommendation to Award M.E. Collins Contracting Co., Inc. for the Worthman Blvd Extension Project in the Amount of \$1,855,911.88 - City Engineer Oneby



Office of the City Engineer

147 North 7th Street
Seward, NE 68434
(402) 643-2928 x203

Memo

To: Greg Butcher, City Administrator
From: Mike Oneby, P.E., City Engineer
cc: Derek Bargmann, City Clerk
Date: May 30, 2025
Re: Worthman Boulevard Extension – Recommendation of Award

The City of Seward (City) advertised for bids to construct an extension to Worthman Boulevard in the Seward Rail Campus PUD, from the City limits to the west end of the industrial development. The City hosted a public bid opening on April 29, 2025 at 10:00 AM at City Hall, overseen by City Clerk Derek Bargmann and City Engineer Mike Oneby, with the Design Engineer Alex Roth of the Schemmer Associates in attendance. Seven bids were received, listed high to low in the table below along with the Engineer’s Opinion of Probable Construction Cost.

Table 1. Bid tab for the Worthman Blvd Extension Project, April 29, 2025

No.	Bidder	Bid Amount [\$]	Amount above Low	
			[\$]	[%]
	Engineer’s Estimate	2,736,379.00	945,464.00	52.8%
1.	Bauer Infrastructure, LLC. Martell, NE	2,137,220.00	346,305.00	19.3%
2.	Van Kirk Bros. Contracting Sutton, NE	1,999,454.00	208,539.00	11.6%
3.	Constructors, Inc. Lincoln, NE	1,984,674.98	193,759.98	10.8%
4.	K2 Construction Lincoln, NE	1,898,375.13	107,460.13	6.0%
5.	Graham, Construction, Inc. Omaha, NE	1,868,777.15	77,862.15	4.3%
6.	M.E. Collins Contracting Co. Inc. Wahoo, NE	1,855,911.88	64,996.88	3.6%
7.	NLC, LLC York, NE	1,790,915.00	0.00	

EVALUATION OF BIDS

After reviewing all seven bids, the City selected two bids to evaluate: (a) NLC, LLC of York, NE and (b) M.E. Collins Contracting Company, Inc. of Wahoo, NE. The City requested from each of the two evaluated Bidders project references related to paving, storm sewer, sanitary sewer, and stormwater structures – all elements of the Worthman Boulevard Extension Project. The City Engineer developed a comparison of the project referenced representing each Bidder's experience in the elements of the Worthman Boulevard Extension Project. The references are tabulated in the attached Appendices, with a bar chart for each table providing visual reference to quantities of work (e.g., square yards, SY, lineal feet, LF, cubic yards, CY).

The evaluation of bids was conducted in accordance with Article 19 (attached) of the Engineers Joint Contracts Documents Committee (EJCDC) *Form C-200 – Instructions to Bidders* (also attached), part of the Project Documents each Bidder was required to purchase and download from the A&D Technical Supply website in order to participate in the bid. In section 19.04, the City may in its evaluation “*consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.*”

Both NLC and M.E. Collins provided project references for the requested time period – 2020 to 2025. M.E. Collins provided a total of twenty-eight project references – 20 paving, 22 storm sewer, 8 sanitary sewer and 9 stormwater structures (many projects had multiple elements). NLC provided a total of five projects, all paving. All five involved work in 2023, 2024 and 2025 – no projects earlier than 2023. Amongst those five, the information provided was inadequate to determine the contract value for NLC's portion of the project, and any association of storm sewer, sanitary sewer, and stormwater structure construction to either NLC or a subcontractor designated by NLC for the Worthman Boulevard Extension Project.

The City repeated a request to NLC for references on storm sewer, sanitary sewer, and stormwater structures. However, NLC did not respond to the request and instead countered with an irregular request for an in-person meeting.

After review of all information available on the two evaluated Bidders, in the professional judgment of the City Engineer, M.E. Collins Contracting Company, Inc. provided the lowest responsible and qualified bid for the Worthman Boulevard Extension Project. In the opinion of the City Engineer, it is in the best interest of the Project to award Worthman Boulevard Extension Project to M.E. Collins Contracting Company, Inc. of Wahoo, Nebraska.

RECOMMENDATION

After an evaluation in accordance with Article 19 of the Bid Instructions, the City Engineer recommends award of the Worthman Boulevard Extension Project to M.E. Collins Contracting Company, Inc. in the amount of \$1,855,911.88.

Appendix A – Pavement Project References

Table A.1 – M.E. Collins Pavement Reference Projects, 2020 - 2025

No.	Project	Owner	Start Date [mo/yr]	Pavement Quantity [SY]	Contract Amount [\$]
1.	US 75 Winnebago	NDOT	Mar-20	30,209	\$ 8,805,333.50
2.	Lincoln South Beltway	NDOT	Mar-20	12,950	9,024,870.94
3.	Fremont Municipal Airport	City of Fremont	Apr-20	9,340	1,788,752.08
4.	2019 Storm Sewer Improvements	City of Schuyler	Jun-20	1,123	681,443.19
5.	Camp Ashland Cantonment Area	State of Nebraska	Oct-20	18,640	1,573,598.80
6.	Wahoo Elementary SRTS	NDOT	Feb-21	7,159	1,028,190.83
7.	I-129 South Sioux City	NDOT	May-21	1,837	2,454,511.58
8.	2021 Valley Drive Street Improvements	City of Schuyler	Aug-21	3,030	483,590.80
9.	North Highlands Subdivision	City of Wahoo	Oct-21	14,724	1,849,711.80
10.	2022 Denver Street & Downtown	City of Schuyler	Mar-22	3,883	576,047.50
11.	N-370/150th Street	NDOT	Aug-22	5,746	1,370,812.13
12.	Municipal Paving Improvements	City of David City	Aug-22	14,337	1,986,279.87
13.	Project C-77 (12-02) and C-77 (19-24)	Sarpy County	Feb-23	763	1,452,199.10
14.	Northland Subdivision	City of David City	Feb-23	8,303	1,647,203.82
15.	Akrs Road Project	City of David City	May-23	12,523	1,648,270.16
16.	2022 Warehouse Street Improvements	City of Bennington	Jun-23	5,753	1,387,127.26
17.	SRR-77(66) Schramm SRA	NDOT	Aug-23	1,744	770,814.97
18.	South 1st Street West Denton Road South	Warhorse Gaming	Oct-23	13,301	3,100,523.32
19.	2023 First Street Improvements	Village of Mead	Apr-24	4,655	891,151.50
20.	North Highlands Subdivision - Section II	City of Wahoo	Sep-24	5,215	920,624.27
Totals				175,234	\$ 43,441,057.42

Table A.2 – NLC, LLC Pavement Reference Projects, 2020 - 2025

No.	Project	Owner	Pay App Period end Date [d/m/y]	Pavement Quantity [SY]	Contract Amount [\$]
1.	Arapahoe Downtown Improvements:		23-Dec-23	342	
2.	The Knolls Public Paving and Turnlane		29-Feb-24	7,242	
3.	Chateau Yankee Hill 1st Addition Part 1		30-Sep-24	5,192	
4.	Fort Calhoun Trail Extension Phase 3 and 4	City of Fort Calhoun	10-Feb-25	118	
5.	Davis Creek Reservoir Roadway Project	Lower Loup NRD	18-Apr-25	10,717	
Totals				23,611	

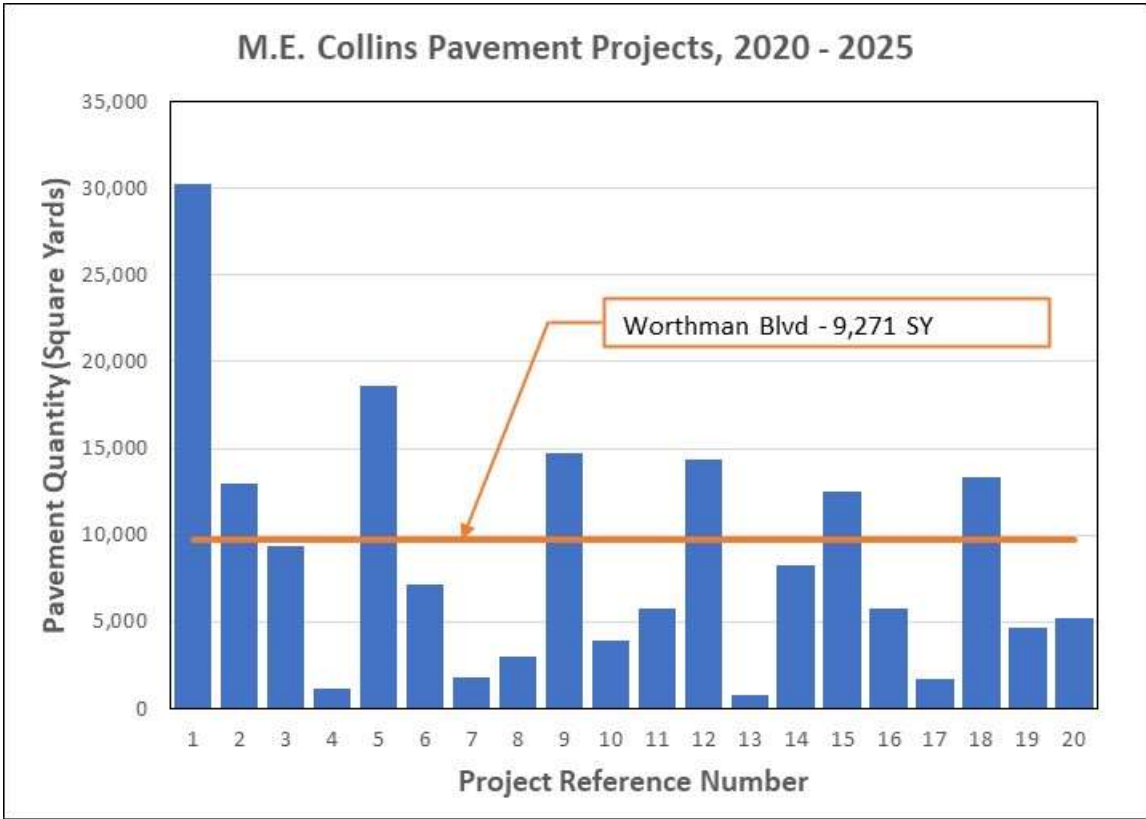


Figure A.1 – M.E. Collins Pavement Reference Projects, 2020 - 2025



Figure A.2 – NLC, LLC Pavement Reference Projects, 2020 - 2025

Appendix B – Storm Sewer Project References

Table B.1 – M.E. Collins Storm Sewer Reference Projects, 2020 - 2025

No.	Project	Owner	Start Date [mo/yr]	Quantity [LF]
1.	US 75 Winnebago	NDOT	Mar-20	5,008
2.	2019 Storm Sewer Improvements	City of Schuyler	Jun-20	1,888
3.	Camp Ashland Cantonment Area	State of Nebraska	Oct-20	18,640
4.	Wahoo Elementary SRTS	NDOT	Feb-21	483
5.	US 275 Scribner North	NDOT	Aug-21	5,835
6.	US 275 West Point South	NDOT	Aug-21	5,263
7.	2021 Valley Drive Street Improvements	City of Schuyler	Aug-21	238
8.	North Highlands Subdivision	City of Wahoo	Oct-21	2,449
9.	US 275 West Point North and South	NDOT	Nov-21	6,168
10.	2022 Denver Street & Downtown	City of Schuyler	Mar-22	128
11.	N-370/150th Street	NDOT	Aug-22	41
12.	Municipal Paving Improvements	City of David City	Aug-22	2,942
13.	Northland Subdivision	City of David City	Feb-23	506
14.	Akrs Road Project	City of David City	May-23	423
15.	Pawnee City S. E. Bridges	NDOT	May-23	979
16.	2022 Warehouse Street Improvements	City of Bennington	Jun-23	979
17.	SRR-77(66) Schramm SRA	NDOT	Aug-23	366
18.	South 1st Street West Denton Road South	Warhorse Gaming	Oct-23	463
19.	2023 First Street Improvements	Village of Mead	Apr-24	1,142
20.	N-15 US-34 North and South, Seward	NDOT	Jan-24	6,949
21.	North Highlands Subdivision - Section II	City of Wahoo	Sep-24	788
22.	Granite Falls North Storm Sewer	SID 312	Nov-24	3,489
Total				65,167



Figure B.1 – M.E. Collins Storm Sewer Reference Projects, 2020 - 2025

Appendix C – Sanitary Sewer Project References

Table C.1 – M.E. Collins Sanitary Sewer Reference Projects, 2020 - 2025

No.	Project	Owner	Start Date [mo/yr]	Quantity [LF]
1.	US 75 Winnebago	NDOT	Mar-20	349
2.	2021 Valley Drive Street Improvements	City of Schuyler	Aug-21	555
3.	North Highlands Subdivision	City of Wahoo	Oct-21	4,122
4.	Yankee Hill Road Paving	City of Lincoln	Oct-21	337
5.	2022 Denver Street & Downtown	City of Schuyler	Mar-22	73
6.	Northland Subdivision	City of David City	Feb-23	3,375
7.	2022 Warehouse Street Improvements	City of Bennington	Jun-23	1,513
8.	North Highlands Subdivision - Section II	City of Wahoo	Sep-24	2,512
Total				12,836

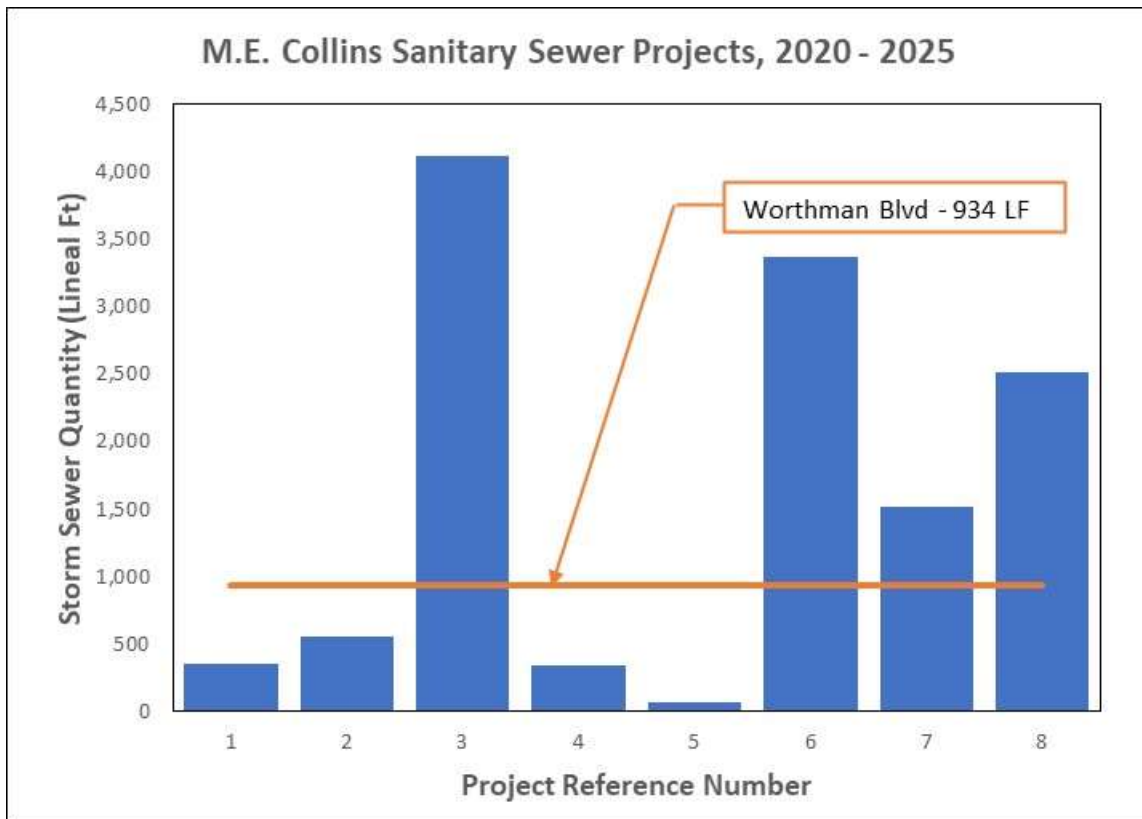


Figure C.1 – M.E. Collins Sanitary Sewer Reference Projects, 2020 - 2025

Appendix D – Stormwater Structure Project References

Table D.1 – M.E. Collins Stormwater Structure Reference Projects, 2020 - 2025

No.	Project	Owner	Start Date [mo/yr]	Quantity [LF]
1.	US 75 Winnebago	NDOT	Mar-20	388
2.	Lincoln South Beltway	NDOT	Mar-20	12,950
3.	US 275 Scribner North	NDOT	Aug-21	262
4.	US 275 West Point South73	NDOT	Aug-21	852
5.	Yankee Hill Road Paving	City of Lincoln	Oct-21	142
6.	US 275 West Point North and South	NDOT	Nov-21	2,262
7.	2022 Denver Street & Downtown	City of Schuyler	Mar-22	128
8.	Project C-77 (12-02) and C-77 (19-24)	Sarpy County	Feb-23	615
9.	US-77 N-94 Winnebago	NDOT	Aug-23	3,168
Total				20,766

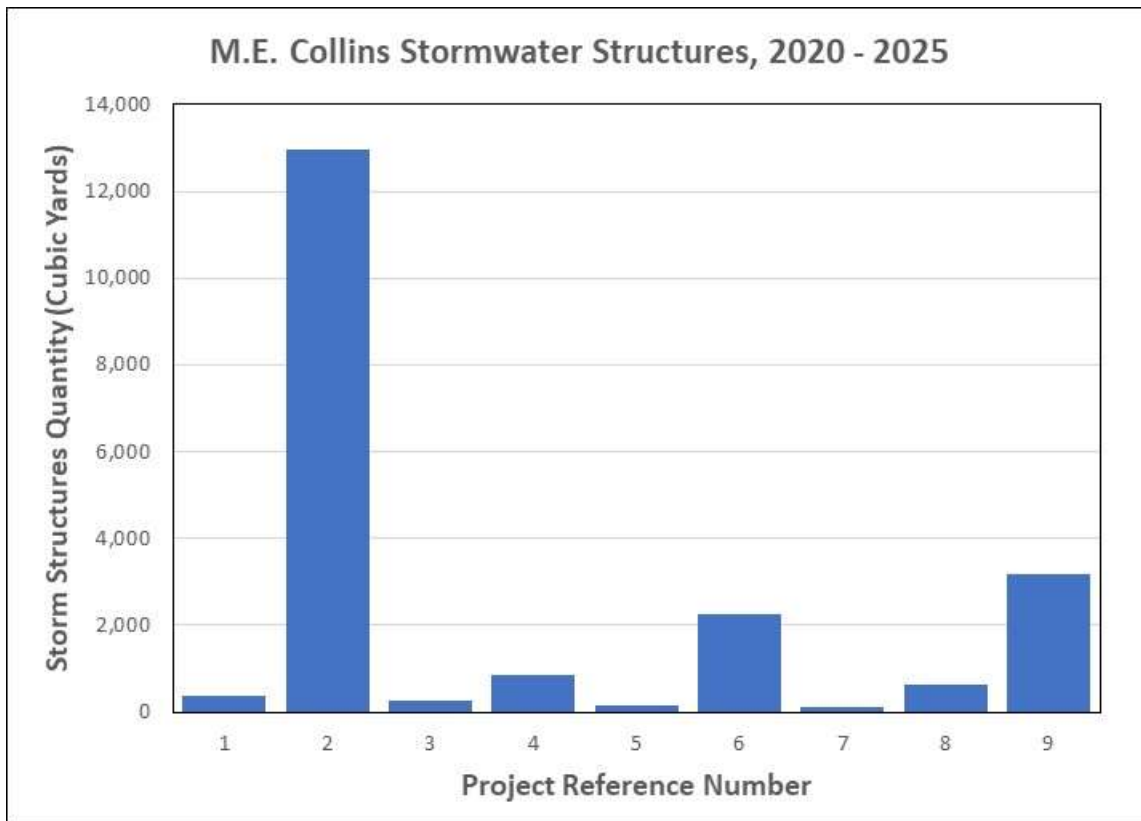


Figure D.1 – M.E. Collins Stormwater Structure Reference Projects, 2020 - 2025

Instruction to Bidders

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the

Instruction to Bidders

Defined Terms

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience or present commitments.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:
1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation

Instruction to Bidders

or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

Instruction to Bidders

- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data,"
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

Instruction to Bidders

- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will not be held for this project

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to

Instruction to Bidders

have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 46 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, [Milestones are to be achieved and] the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, *without an increase in the Bid*.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

Instruction to Bidders

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

Instruction to Bidders

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplications of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “**BID ENCLOSED.**” A mailed Bid shall be addressed to CITY OF SEWARD, 142 N. 7TH STREET, SEWARD, NE 68434.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the

Instruction to Bidders

Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

Michael Oneby

From: Michael Oneby
Sent: Thursday, May 1, 2025 6:04 PM
To: Chris Woodward
Cc: Mike Collins; Roth, Alexander; Holle, Doug; Greg Butcher
Subject: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation
Attachments: Bid Tab Worthman Blvd Extension 04-29-2025.pdf

Hi Chris,

Attached is the bid tab for the City of Seward's Worthman Blvd Extension project.

The City of Seward has decided to evaluate your bid. Please provide the following by 5 PM, Thursday, May 8:

1. A list of project references for similar work completed within the last five years.
 - a. Project shall have at least reached substantial completion.
 - b. Include dates, contract dollar value, and quantities of paving, storm sewer, sanitary sewer, and stormwater structures.
2. A list of subcontractors identified for the Worthman Blvd Extension project and identify which portion of the project each sub would complete.

"Similar work" would be concrete road paving, storm sewer, and sanitary sewer construction within the public right-of-way, plus stormwater detention basins with an outlet structure. Please include projects conforming to NDOT or Lincoln standard specifications if possible.

Let me know if you have questions, comments, or need more information.

Best regards,

Mike



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928 / Ext 203
a: 142 N. 7th Street, Seward NE 68434
w: www.cityofsewardne.gov



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Michael Oneby

From: Michael Oneby
Sent: Thursday, May 1, 2025 6:04 PM
To: 'gportwine@nlcnebraska.com'
Cc: 'truhge@nlcnebraska.com'; Roth, Alexander; Holle, Doug; Greg Butcher
Subject: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation
Attachments: Bid Tab Worthman Blvd Extension 04-29-2025.pdf

Hi Greg,

Attached is the bid tab for the City of Seward's Worthman Blvd Extension project.

The City of Seward has decided to evaluate your bid. Please provide the following by 5 PM, Thursday, May 8:

1. A list of project references for similar work completed within the last five years.
 - a. Project shall have at least reached substantial completion.
 - b. Include dates, contract dollar value, and quantities of paving, storm sewer, sanitary sewer, and stormwater structures.
2. A list of subcontractors identified for the Worthman Blvd Extension project and identify which portion of the project each sub would complete.

"Similar work" would be concrete road paving, storm sewer, and sanitary sewer construction within the public right-of-way, plus stormwater detention basins with an outlet structure. Please include projects conforming to NDOT or Lincoln standard specifications if possible.

Let me know if you have questions, comments, or need more information.

Best regards,

Mike



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928/ Ext 203
a: 142 N. 7th Street, Seward NE 68434
w: www.cityofsewardne.gov



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980 E. 25th Street
P.O. Box 83
Wahoo, NE

(402) 443-3663
FAX: (402) 443-5013

May 06, 2025

RE: Worthman Blvd. Extension - Seward, NE
Past Work Experience

Mr. Oneby,

Please see the attached previous work experience outline as requested. Additionally, if awarded, ME Collins would subcontract the Worthman Boulevard work as follows:

- Traffic Control: All Road Barricades Inc.
- Earthwork: Krivanek Construction
- Concrete Paving: ME Collins Contracting
- Storm Sewer: ME Collins Contracting
- Storm Structures: ME Collins Contracting
- Sanitary Sewer: ME Collins Contracting
- Pavement Markings: Trafcon Inc.
- Electrical: Watts Electric
- Seeding: Nebraska Hydro Seeding

If any other information is needed, please do not hesitate to reach out to our office.

Respectfully submitted,

M.E. COLLINS CONTRACTING CO., INC.

Christopher J. Woodward
Vice President

PROJECT	OWNER	FINAL CONTRACT AMOUNT	START DATE
Fremont Municipal Airport Concrete Pavement - 9,340.00 SY	City of Fremont	\$1,788,752.08	April 2020
NH-75-4(112) US-75, in Winnebago Sanitary Sewer - 348.7 LF Stormwater Structures - 387.71 CY Storm Sewer - 5,007.50 LF Dirtwork - 10,095.00 CY Concrete Pavement - 30,209.46 SY	NDOT	\$8,805,333.51	March 2020
DPU-LIN-2-6(120) Lincoln South Beltway Stormwater Structures - 12,950.02 CY	NDOT	\$9,024,870.94	March 2020
2019 Storm Sewer Improvements Phase 2 - Schuyler Concrete Pavement - 1,123.00 SY Storm Sewer - 1,886.00 LF	City of Schuyler	\$681,443.19	June 2020
Camp Ashland Cantonment Area Road Repair Dirt Work - 5,117.00 CY Concrete Pavement - 18,640.00 SY	State of Nebraska Military Department	\$1,573,598.80	October 2020
SRTS-78(33) Wahoo Elementary SRTS Storm Sewer - 483.00 LF Curb and Gutter - 1,859.00 LF Dirt Work - 5,169.00 CY Concrete Pavement - 7,158.625 SY	NDOT	\$1,028,190.83	February 2021
NH-129-1(130) I-129, South Sioux City Concrete Pavement - 1,836.60 CY	NDOT	\$2,454,511.58	May 2021

S-275-6(1054) US-275, Scribner North	NDOT	\$1,206,195.39	August 2021
Stormwater Structures - 261.81 CY Storm Sewer - 5,835.00 LF			
S-275-6(1055) US-275, West Point South	NDOT	\$1,510,101.01	August 2021
Stormwater Structures - 851.57 CY Storm Sewer - 5,263.00 LF			
S-275-6(1056) US-275, West Point North & South	NDOT	\$3,889,539.81	November 2021
Stormwater Structures - 2,262.47 CY Storm Sewer - 6,168.00 LF			
2021 Valley Drive Street Improvements - Schuyler, NE	City of Schuyler	\$483,590.80	August 2021
Storm Sewer - 238.00 LF Sanitary Sewer - 555.00 LF Dirtwork - 846.00 CY Concrete Pavement - 3,029.84 SY			
North Highlands Subdivision	City of Wahoo	\$1,849,711.80	October 2021
Storm Sewer - 2,449.00 LF Sanitary Sewer - 4,122 LF Concrete Pavement w/Curbs - 14,724.00 SY			
Yankee Hill Rd. Paving, from S. 40th to 56th Streets	City of Lincoln	\$536,073.91	October 2021
Stormwater Structures - 142.40 CY Sanitary Sewer - 337.00 LF			
2022 Denver Street & Downtown Storm Sewer Improvements	City of Schuyler	\$576,047.50	March 2022
Sanitary Sewer - 73.00 LF Storm Sewer - 128.00 LF Dirtwork - 1,999.00 CY Concrete Pavement - 3,882.55 SY			

ELEC-370-7(1033) N-370/150th Street	NDOT	\$1,370,812.13	August 2022
Storm Sewer - 41.00 LF Concrete Pavement - 5,746.28 SY			
David City Municipal Paving Improvements	City of David City	\$1,986,279.87	August 2022
Storm Sewer - 2,942.00 LF Concrete Pavement - 2,171.00 SY Concrete Pavement w/Curbs - 12,166.00 SY			
Sarpy Co. Project C-77(12-02) and C-77(19-24)	Sarpy County	\$1,452,199.10	February 2023
Stormwater Structures - 614.60 CY Concrete Pavement - 763.00 SY Dirtwork - 1,255.00 CY			
David City Northland Subdivision	City of David City	\$1,647,203.82	February 2023
Storm Sewer - 506.00 LF Sanitary Sewer - 3,375.00 LF Concrete Pavement w/Curbs - 8,303.44 SY Dirtwork - 10,000.00 CY			
David City Akrs Road Project	City of David City	\$1,648,270.16	May 2023
Storm Sewer - 423.00 LF Concrete Pavement - 12,523.00 SY			
STP-50-1(117) Pawnee City S.E.. Bridges	NDOT	\$2,663,331.25	May 2023
Storm Sewer - 3,012.00 LF			
Bennington 2022 Warehouse Street Improvements	City of Bennington	\$1,387,127.26	June 2023
Storm Sewer - 979.00 LF Sanitary Sewer - 1,513.00 LF Concrete Pavement - 5,752.66 SY			

NH-77-4(127) US-77, N-94 - Winnebago	NDOT	\$5,587,306.27	July 2023
Stormwater Structures - 3,167.71 CY Dirtwork - 13,037.00 CY			
SRR-77(66) Schramm SRA	NDOT	\$770,814.97	August 2023
Storm Sewer - 366.00 LF Dirtwork - 1,045.00 CY Concrete Pavement - 1,744.00 SY			
S. 1st Street, West Denton Road South Paving Imp.	Warhorse Gaming	\$3,100,523.32	October 2023
Storm Sewer - 463.00 LF Concrete Pavement - 1,666.78 SY Concrete Pavement w/Curbs - 11,634.00 SY Dirtwork - 39,023.00 CY			
2023 First Street Improvements, Mead	Village of Mead	\$891,151.50	April 2024
Dirtwork - 840.00 CY Storm Sewer - 1,142.00 LF Concrete Pavement - 4,654.56 SY			
STP-15-2(117) N-15, US-34 North & South, Seward	NDOT	\$1,715,115.40	January 2024
Storm Sewer - 6,949.00 LF			
North Highlands - Section II	City of Wahoo	\$920,624.27	September 2024
Concrete Pavement - 292.00 SY Storm Sewer - 788.00 LF Sanitary Sewer - 2,512.00 LF Concrete Pavement w/Curbs - 4,923.00 SY			
SID 312 - Granite Falls North Storm Sewer, Sect. IV	SID 312	\$514,163.62	November 2024
Storm Sewer - 3,489.00 LF			

NLC, LLC

May 8, 2025

City of Seward
Attn: Mr. Mike Oneby, P.E.
142 North 7th Street
Seward, Nebraska 68434

Project: Seward Worthman Avenue Extension
Location: Seward, Nebraska
Project No.: 09336.001-C

RE: Worthman Avenue Extension; Reference Project Summary and Supporting Info

Dear Mr. Oneby,

The following is a list of the type of work we typically perform that relates to the projects we have provided references on. To have complete disclosure of the type of work performed on the referenced project we have provided the AIA G703 Form that details the quantities of each bid item. All of these projects are substantially complete as of this date.

NOTE: The information provided herein is confidential and must only be used by the City of Seward and its staff and must not be publicly distributed.

Reference Project Summary:

1. The Knolls Public Paving and Turnlane:
 - a. Paving: See attached AIA G703 Pay App for this project
 - b. Utility: See attached AIA G703 Pay App for this project
2. Chateau Yankee Hill 1st Addition Part 1 Paving and Storm Sewer
 - a. Paving: See attached AIA G703 Pay App for this project
 - b. Utility: See attached AIA G703 Pay App for this project
3. Arapahoe Downtown Improvements:
 - a. Paving: See attached AIA G703 Pay App for this project
 - b. Utility: See attached AIA G703 Pay App for this project
4. Fort Calhoun Trail Extension Phase 3 and 4:
 - a. Paving: See attached AIA G703 Pay App for this project
 - b. Utility: See attached AIA G703 Pay App for this project
5. Davis Creek Reservoir Roadway Project:
 - a. Paving: See attached AIA G703 Pay App for this project
 - b. Utility: See attached AIA G703 Pay App for this project

NLC's main business focus is on the PCC paving operations. Typically, all utility work would be subcontracted unless it is relatively small for us to self-perform. We have worked with many subcontractors in the execution of our contracts with various owners. The relevant part of this comment to this discussion is that NLC relies upon the knowledge of specialty subcontractors to perform functions of work we would not typically provide, i.e. earthwork, storm sewer, sanitary sewer, traffic control, pavement marking, electrical, etc. This is normal for most contractors in the heavy/highway business in this region.

NLC, LLC

NLC has been 100% successful in all of our contracts, not only to complete the job, but to achieve the satisfaction of every owner worked with to date.

Additionally, management of NLC has 90+ years of experience in the heavy/highway industry even though the company was only recently formed. Our experience with federal, state, municipal, and local or private projects is very large. What we bring to the table regarding project experience for the City of Seward for this project is substantial and should ease any concerns about NLC's capabilities.

However, after carefully reviewing all reference documents provided, if you or your team have concerns remaining, we would request a meeting in person to discuss any and all remaining concerns.

Finally, it must be noted this is a bonded project. We have listed our surety's agent in our reference documents for you to contact. FNIC has complete confidence in us to perform this work to the standards of the project documents (plans and specifications). We would highly encourage you to contact them for assurance that our surety has the City of Seward covered in case significant problems arise, which we can assure you that will not happen. NLC never has had a bond claim and we do not intend to start now.

If you have any questions regarding this correspondence, please contact our office at your earliest convenience.

Sincerely,

Stacy M. Portwine
Managing Member

NLC, LLC

May 5, 2025

City of Seward
Attn: Mr. Mike Oneby, P.E.
142 North 7th Street
Seward, Nebraska 68434

Project: Seward Worthman Avenue Extension
Location: Seward, Nebraska
Project No.: 09336.001-C

RE: References

Dear Mr. Oneby,

The following is a listing of our references for this project:

Project References:

Olsson
POC: Mr. Brad Marshall - PE
Tele: 402-202-8360
Project: The Knolls Public Paving and Turnlane
Location: Lincoln, Nebraska
Magnitude: \$744,000.00
Completion Date: October 2023

Clark and Enersen Partners
POC: Mr. Tim Gergen - PE
Tele: 402-525-6588
Project: Chateau Yankee Hill 1st Addition Part 1 Paving and Storm Sewer
Location: Lincoln, Nebraska
Magnitude: \$1,420,000.00
Completion Date: May 2024

Olsson
POC: Mr. Jess Hurlbert - PE
Tele: 308-991-7251
Project: Arapahoe Downtown Improvements
Location: Arapahoe, Nebraska
Magnitude: \$940,000.00
Completion Date: December 2023

NLC, LLC

Embris Group

POC: Mr. Aaron Hirsh, PE, CFM

Senior Project Engineer

M: 402.612.1454 E: aaronhirsh@embrisgroup.com

W: www.embrisgroup.com

Embris Group | 963 N. 13th St. | Fort Calhoun, NE 68023

Project: Fort Calhoun Trail Extension; Phase 3 and 4

Location: Fort Calhoun, Nebraska

Magnitude: \$715,000.00

Completion Date: November 2024

Lower Loup NRD (Owner)

POC: Mr. Kevin Gustafson

District Engineer

W: 308-728-3221

Engineer: Flatwater Group, Inc. (Engineer)

POC: Mr. Rick Krushinski

C: 402-416-4470

Project: Davis Creek Reservoir Roadway Improvement

Location: North Loup, Nebraska

Magnitude: \$899,542.44 (Awarded Phase 1 & 2)

Original Bid \$1,379,065.00 (Phase 1, 2, 3 (Phase 3 not awarded due to budget))

Substantial Completion: May 2, 2025

Surety Reference:

FNIC - Trusted Insurance Advisors

POC: Mr. Dustin Cooper

14010 FNB Parkway | Suite 300 | Omaha | NE | 68154

P:402-861-7122 | F:402-861-7223 | M: 319-389-2676

Dustin.Cooper@fnicgroup.com

If you have any questions regarding this correspondence, please contact our office at your earliest convenience.

Sincerely,

Stacy M. Portwine

Managing Member

NLC, LLC

May 6, 2025

City of Seward
Attn: Mr. Mike Oneby, P.E.
142 North 7th Street
Seward, Nebraska 68434

Project: Seward Worthman Avenue Extension
Location: Seward, Nebraska
Project No.: 09336.001-C

RE: Worthman Avenue Extension; Potential Subcontractors and Supporting Info

Dear Mr. Oneby,

The following is a listing of our potential subcontractors for this project. Note, nothing has been finalized with subcontractor selection at this time, but these are our intended subcontractors.

Subcontractor/SOW:

1. Earthwork:
Primary; Hartmann Construction, Inc; Seward, Nebraska; POC Andy Hartmann; Tele: 402-432-2168
2. Storm and Sanitary Sewer Construction:
Primary; Haxton Excavation and Construction, Inc.; Valparaiso, Nebraska; POC: Rick Haxton; Tele: 402-217-9616
Secondary; RAS Mechanical and Plumbing, LLC; Valparaiso, Nebraska; POC: Rick Stava; Tele: 402-890-4576
3. Electrical: Rice Electric, LLC; Chapman, Nebraska; POC: Chris Rice; Tele: 308-390-5545

If you have any questions regarding this correspondence, please contact our office at your earliest convenience.

Sincerely,

Stacy M. Portwine
Managing Member

Michael Oneby

From: Michael Oneby
Sent: Friday, May 16, 2025 1:30 PM
To: Tony A. Ruhge <<truhge@nlcnebraska.com>>
Cc: Stacy Portwine <<sportwine@nlcnebraska.com>>; Greg Portwine <<gportwine@nlcnebraska.com>>; Gordy Jorgensen <<gjorgensen@nlcnebraska.com>>; Roth, Alexander; Greg Butcher
Subject: RE: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation - REFERENCES

Hi Tony,

Thanks for the references already submitted. The submission so far covers paving, but not adequately the other elements of the project; specifically: storm sewer, sanitary sewer, and storm sewer structures.

1. Please provide a list of subcontractors utilized in the paving projects for which you listed as a project references.
2. Define the quantities and sizes for the work performed by those subcontractors in those projects.
3. Provide project references for the subcontractors proposed by NLC to perform the construction of storm sewer, sanitary sewer, and storm sewer structures of the Worthman Blvd Extension project.

Please provide these additional references by 4 PM on Friday, May 23.

Let me know if you have questions, comments, or need more information.

Best regards,

Mike



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928/ Ext 203
a: 142 N. 7th Street, Seward NE 68434
w: www.cityofsewardne.gov



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From: Tony A. Ruhge <<truhge@nlcnebraska.com>> <truhge@nlcnebraska.com>
Sent: Friday, May 16, 2025 8:17 AM
To: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Cc: Stacy Portwine <<sportwine@nlcnebraska.com>> <sportwine@nlcnebraska.com>; Greg Portwine <<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>; Gordy Jorgensen <<gjorgensen@nlcnebraska.com>> <gjorgensen@nlcnebraska.com>; Roth, Alexander <aroth@schemmer.com>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>
Subject: RE: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation - REFERENCES

Mike,

Good morning.

It's been roughly a week since we submitted our references for review for the referenced project above.

To the best of my knowledge, we've not received a call back regarding the award status on the project. Nothing is posted on Quest CDN as of this morning.

Could you provide us an update on the award??

If you have questions regarding our capabilities, please contact us directly for a detailed response. We are 100% confident that we can provide the construction services for this project.

Look forward to working with you in the near future.

Sincerely,

Tony A. Ruhge
NLC, LLC
402-450-7897

From: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Sent: Thursday, May 08, 2025 12:34 PM
To: Tony A. Ruhge <<truhge@nlcnebraska.com>> <truhge@nlcnebraska.com>
Cc: Stacy Portwine <<sportwine@nlcnebraska.com>> <sportwine@nlcnebraska.com>; Greg Portwine <<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>; Gordy Jorgensen <<gjorgensen@nlcnebraska.com>> <gjorgensen@nlcnebraska.com>; Roth, Alexander <aroth@schemmer.com>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>
Subject: RE: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation - REFERENCES

Hi Tony,

Received the references. We will begin reviewing soon and will contact you with any questions or requests for additional information.

Best regards,

Mike



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928/ Ext 203
a: 142 N. 7th Street, Seward NE 68434
w: www.cityofsewardne.gov



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From: Tony A. Ruhge <<truhge@nlcnebraska.com>> <truhge@nlcnebraska.com>
Sent: Thursday, May 8, 2025 11:12 AM
To: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Cc: Stacy Portwine <<sportwine@nlcnebraska.com>> <sportwine@nlcnebraska.com>; Greg Portwine <<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>; Gordy Jorgensen <<gjorgensen@nlcnebraska.com>> <gjorgensen@nlcnebraska.com>
Subject: FW: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation - REFERENCES

Mike,

Good morning.

Attached are the responses to your request for reference information regarding the Worthman Blvd Extension project.

The first seven (7) attachments relate to the reference projects SOW and dollar magnitudes. Attachment number eight is our tentative subcontractor listing for this specific project. Attachment number nine is our project references that are substantially complete that are relevant to the SOW in question similar to the Worthman Blvd Extension project.

We are hopeful this information will satisfy your needs as to our capabilities and look forward to working with you.

Wet signatures can be obtained upon demand on all the letters provided.

If you have any questions regarding the contents of this email, please contact this office at your earliest convenience.

Sincerely,

Tony A. Ruhge
Chief Estimator/Project Manager
NLC, LLC
1602 East 9th Street
York, Nebraska 68467
C: 402-450-7897

From: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Sent: Thursday, May 01, 2025 6:04 PM
To: Greg Portwine <<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>
Cc: Tony A. Ruhge <<truhge@nlcnebraska.com>> <truhge@nlcnebraska.com>; Roth, Alexander <aroth@schemmer.com>; Holle, Doug <dholle@schemmer.com>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>
Subject: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation

Hi Greg,

Attached is the bid tab for the City of Seward's Worthman Blvd Extension project.

The City of Seward has decided to evaluate your bid. Please provide the following by 5 PM, Thursday, May 8:

1. A list of project references for similar work completed within the last five years.
 - a. Project shall have at least reached substantial completion.
 - b. Include dates, contract dollar value, and quantities of paving, storm sewer, sanitary sewer, and stormwater structures.
2. A list of subcontractors identified for the Worthman Blvd Extension project and identify which portion of the project each sub would complete.

“Similar work” would be concrete road paving, storm sewer, and sanitary sewer construction within the public right-of-way, plus stormwater detention basins with an outlet structure. Please include projects conforming to NDOT or Lincoln standard specifications if possible.

Let me know if you have questions, comments, or need more information.

Best regards,

Mike



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928/ Ext 203
a: 142 N. 7th Street, Seward NE 68434
w: www.cityofsewardne.gov



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Michael Oneby

From: Greg Portwine <<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>
Sent: Thursday, May 22, 2025 10:40 AM
To: Michael Oneby
Cc: Stacy Portwine <<sportwine@nlcnebraska.com>>; Gordy Jorgensen <<gjorgensen@nlcnebraska.com>>; Roth, Alexander; Greg Butcher; Tony A. Ruhge <<truhge@nlcnebraska.com>>
Subject: Re: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation - REFERENCES

Mike,

We appreciate your prompt initial review of our references submitted and our intended subcontractor listing for the Worthman Blvd Extension project. It sounds like you do not have concerns about NLC's ability to perform the paving aspect of this project based upon the references provided.

Our listed subcontractors provided on this project are fully capable of performing the work needed to the requirements of the plans and specifications. It is the full responsibility of the prime contractor to ensure that our subcontractors are qualified to build out the work that they are subcontracted to do to the plans and specifications. There is no contractual obligation between the City of Seward and our first tier or (if needed) second tier subcontractors.

At this time, we believe there are questions that need to be answered with the City of Seward and this needs to be done in person. We would request that the city council members that will be reviewing this project for award be present in this meeting to discuss any lingering concerns that may remain. Please set a date and time that you can arrange with the city council and yourself to discuss this project. Please provide a couple of dates so that we can confirm with our team members that they can attend.

Again, we want to assure the City of Seward that this project is fully within our ability to construct and we have full confidence in our proposed subcontractors to perform the work as required to make this a successful endeavor for everyone concerned.

Please also note that this project is fully bonded through a highly reputable surety company. This provides an added layer of assurance that the project will be completed to the highest standards. In order to maintain our bond, we are held to strict requirements and undergo regular evaluations. Our excellent standing reflects our commitment to quality and accountability.

We encourage you to reach out to any of our past clients or references. They have complete confidence in our ability to successfully deliver projects of this scope, and we are proud of the long-standing trust we've built with them.

If you have any questions regarding this correspondence, please contact our office at your earliest convenience.

Sincerely,

Greg Portwine

NLC, LLC

Get [Outlook for iOS](#)

From: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Sent: Friday, May 16, 2025 2:30 PM
To: Tony A. Ruhge <<truhge@nlcnebraska.com>> <truhge@nlcnebraska.com>
Cc: Stacy Portwine <<sportwine@nlcnebraska.com>> <sportwine@nlcnebraska.com>; Greg Portwine <<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>; Gordy Jorgensen <<gjorgensen@nlcnebraska.com>> <gjorgensen@nlcnebraska.com>; Roth, Alexander <aroth@schemmer.com>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>
Subject: RE: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation - REFERENCES

Hi Tony,

Thanks for the references already submitted. The submission so far covers paving, but not adequately the other elements of the project; specifically: storm sewer, sanitary sewer, and storm sewer structures.

1. Please provide a list of subcontractors utilized in the paving projects for which you listed as a project references.
2. Define the quantities and sizes for the work performed by those subcontractors in those projects.
3. Provide project references for the subcontractors proposed by NLC to perform the construction of storm sewer, sanitary sewer, and storm sewer structures of the Worthman Blvd Extension project.

Please provide these additional references by 4 PM on Friday, May 23.

Let me know if you have questions, comments, or need more information.

Best regards,

Mike



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928/ Ext 203
a: 142 N. 7th Street, Seward NE 68434
w: www.cityofsewardne.gov



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From: Tony A. Ruhge <<truhge@nlcnebraska.com>> <truhge@nlcnebraska.com>
Sent: Friday, May 16, 2025 8:17 AM
To: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Cc: Stacy Portwine <<sportwine@nlcnebraska.com>> <sportwine@nlcnebraska.com>; Greg Portwine

<<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>; Gordy Jorgensen <<gjorgensen@nlcnebraska.com>>
<gjorgensen@nlcnebraska.com>; Roth, Alexander <aroth@schemmer.com>; Greg Butcher
<Greg.Butcher@cityofsewardne.gov>

Subject: RE: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation - REFERENCES

Mike,

Good morning.

It's been roughly a week since we submitted our references for review for the referenced project above.

To the best of my knowledge, we've not received a call back regarding the award status on the project. Nothing is posted on Quest CDN as of this morning.

Could you provide us an update on the award??

If you have questions regarding our capabilities, please contact us directly for a detailed response. We are 100% confident that we can provide the construction services for this project.

Look forward to working with you in the near future.

Sincerely,

Tony A. Ruhge
NLC, LLC
402-450-7897

From: Michael Oneby <<Michael.Oneby@cityofsewardne.gov>>

Sent: Thursday, May 08, 2025 12:34 PM

To: Tony A. Ruhge <<truhge@nlcnebraska.com>> <truhge@nlcnebraska.com>

Cc: Stacy Portwine <<sportwine@nlcnebraska.com>> <sportwine@nlcnebraska.com>; Greg Portwine
<<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>; Gordy Jorgensen <<gjorgensen@nlcnebraska.com>>
<gjorgensen@nlcnebraska.com>; Roth, Alexander <aroth@schemmer.com>; Greg Butcher
<Greg.Butcher@cityofsewardne.gov>

Subject: RE: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation - REFERENCES

Hi Tony,

Received the references. We will begin reviewing soon and will contact you with any questions or requests for additional information.

Best regards,

Mike



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928/ Ext 203
a: 142 N. 7th Street, Seward NE 68434
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From: Tony A. Ruhge <<truhge@nlcnebraska.com>> <truhge@nlcnebraska.com>
Sent: Thursday, May 8, 2025 11:12 AM
To: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Cc: Stacy Portwine <<sportwine@nlcnebraska.com>> <sportwine@nlcnebraska.com>; Greg Portwine <<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>; Gordy Jorgensen <<gjorgensen@nlcnebraska.com>> <gjorgensen@nlcnebraska.com>
Subject: FW: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation - REFERENCES

Mike,

Good morning.

Attached are the responses to your request for reference information regarding the Worthman Blvd Extension project.

The first seven (7) attachments relate to the reference projects SOW and dollar magnitudes. Attachment number eight is our tentative subcontractor listing for this specific project. Attachment number nine is our project references that are substantially complete that are relevant to the SOW in question similar to the Worthman Blvd Extension project.

We are hopeful this information will satisfy your needs as to our capabilities and look forward to working with you.

Wet signatures can be obtained upon demand on all the letters provided.

If you have any questions regarding the contents of this email, please contact this office at your earliest convenience.

Sincerely,

Tony A. Ruhge
Chief Estimator/Project Manager
NLC, LLC
1602 East 9th Street
York, Nebraska 68467
C: 402-450-7897

From: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Sent: Thursday, May 01, 2025 6:04 PM
To: Greg Portwine <<gportwine@nlcnebraska.com>> <gportwine@nlcnebraska.com>
Cc: Tony A. Ruhge <<truhge@nlcnebraska.com>> <truhge@nlcnebraska.com>; Roth, Alexander <aroth@schemmer.com>; Holle, Doug <dholle@schemmer.com>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>
Subject: Worthman Blvd Extension Bid Date April 29, 2025 - bid evaluation

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Let me know if you have questions, comments, or need more information.

Best regards,

Mike



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928 / Ext 203
a: 142 N. 7th Street, Seward NE 68434
w: www.cityofsewardne.gov



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OWNER: City of Seward
 PROJECT: Worthman Boulevard Extension
 ENGINEER: the Schemmer Associates
 PROJECT NO.: 09336.001-C
 BID OPENING LOCATION: City Hall, 537 Main St., Seward, Nebraska
 BID OPENING DATE and TIME: 10:00 AM April 29, 2025

Witnessed
 Signed Alex Bergmann Date 4/29/25

Name/Title Derek Bergmann, City Clerk

Signed [Signature] Date 4/29/25

Name/Title Seward City Engineer

No.	Bidder Name	Total Amount Base Bid	Plan holder	Bid Form	Addenda			CDBG	Bid Bond
					1	2	3		
1.	Van Kirk Bros	\$1,991,454.61	X	X	X	X	X	X	X
2.	Constructors Inc.	\$1,984,679.98	X	X	X	X	X	O	X
3.	M.E Collins	\$1,055,911.88	X	X	X	X	X	O	X
4.	Graham Const.	\$1,868,777.15	X	X	X	X	X	O	X
5.	NLC LLC	\$1,790,915.84	X	X	X	X	X	O	X
6.	Bauer Infrastructure	\$2,137,280.20	X	X	X	X	X	O	X
7.	K2 Construction	\$1,898,375.13	X	X	X	X	X	O	X
8.									
9.									
10.									
11.									
12.									
13.									
14.									

"X" Found

"O" Not Found

"-" Incomplete

BID FORM

Project Identification:

CITY OF SEWARD, WORTHMAN BOULEVARD EXTENSION

Contract Identification and Number:

Schemmer Project No. 09336.001-C

ARTICLE 1-BID RECIPIENT

1.01 This Bid is submitted to:

City of Seward, Nebraska – City Hall
Attn. Michael Oneby, P.E.
537 Main Street
P.O. Box 38
Seward, NE 68434

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>A1</u>	<u>4/11/25</u>
<u>A2</u>	<u>4/18/25</u>
<u>A3</u>	<u>4/24/25</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data,"
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Worthman Boulevard Extension

Item	Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
1	TRAFFIC CONTROL	1	LS	\$600.00	\$6000.00
2	MOBILIZATION	1	LS	\$82,000.00	\$82,000.00
3	GENERAL CLEARING AND GRUBBING	1	LS	\$9500.00	\$9500.00
4	EARTHWORK MEASURED IN EMBANKMENT (ESTABLISHED QUANTITY)	12,526	CY	\$6.70	\$83,924.20
5	WATER	174	MGAL	\$30.00	\$5220.00
6	ROCK RIPRAP, TYPE B	149	TON	\$132.80	\$19787.20
7	SALVAGING AND PLACING TOPSOIL	52,525	SY	\$0.70	\$36,767.50
8	RIPRAP FILTER FABRIC	189	SY	\$5.30	\$1001.70
9	REMOVE PAVEMENT	775	SY	\$11.40	\$8835.00
10	SAWING PAVEMENT	314	LF	\$4.90	\$1538.60
11	REMOVE BRICK SURFACE	78	SY	\$11.40	\$889.20
12	REMOVE MANHOLE	2	EA	\$777.00	\$1554.00
13	REMOVE INLET	2	EA	\$680.00	\$1360.00
14	ADJUST WATER VALVE BOX TO GRADE	3	EA	\$447.00	\$1341.00
15	ADJUST MANHOLE TO GRADE	1	EA	\$486.00	\$486.00
16	STABILIZED CONSTRUCTION EXIT	1	EA	\$2778.00	\$2778.00
17	FOUNDATION COURSE	11,103	SY	\$9.30	\$103,257.90
18	EARTH SHOULDER CONSTRUCTION	42.4	STA	\$112.00	\$4748.80
19	SUBGRADE PREPARATION	11,103	SY	\$2.50	\$27,757.50
20	SWPPP SIGN	1	EA	\$361.00	\$361.00
21	DETECTABLE WARNING PANEL	100	SF	\$35.30	\$3530.00

22	4" CONCRETE CLASS 47B-3500 SIDEWALKS	160	SY	\$ 62.30	\$ 9968.00
23	8" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	9,721	SY	\$ 70.80	\$ 688,246.80
24	CURB INLET	18	EA	\$ 6180.00	\$ 111,240.00
25	MANHOLE	12	EA	\$ 6872.00	\$ 82,464.00
26	REMOVE CULVERT PIPE	55	LF	\$ 17.50	\$ 962.50
27	REMOVE STORM SEWER PIPE	154	LF	\$ 17.50	\$ 2695.00
28	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	1.30	CY	\$ 738.00	\$ 959.40
29	REINFORCING STEEL FOR COLLARS	116	LB	\$ 4.60	\$ 533.60
30	36" CONCRETE FLARED-END SECTION	2	EA	\$ 2243.00	\$ 4486.00
31	48" CONCRETE FLARED-END SECTION	4	EA	\$ 2910.00	\$ 11640.00
32	15" STORM SEWER PIPE, TYPE 2, CLASS III	388	LF	\$ 69.80	\$ 27,082.40
33	18" STORM SEWER PIPE, TYPE 2, CLASS III	805	LF	\$ 69.80	\$ 56,189.00
34	36" STORM SEWER PIPE, TYPE 2, CLASS III	44	LF	\$ 148.40	\$ 6529.60
35	48" STORM SEWER PIPE, TYPE 2, CLASS III	373	LF	\$ 233.80	\$ 87,207.40
36	BUILD HEADWALL	1	EA	\$ 4397.00	\$ 4397.00
37	BUILD PRINCIPAL SPILLWAY STRUCTURE	1	EA	\$ 13264.00	\$ 13264.00
38	12" P.V.C. SANITARY SEWER PIPE	934	LF	\$ 74.40	\$ 69,489.60
39	SANITARY MANHOLE	3	EA	\$ 5337.00	\$ 16011.00
40	REMOVE SIGN	3	EA	\$ 112.00	\$ 336.00
41	TYPE A SIGN	45	SF	\$ 67.00	\$ 3015.00
42	4" YELLOW POLYUREA PAVEMENT MARKING, GROOVED	3,685	LF	\$ 1.80	\$ 6633.00
43	12" WHITE POLYUREA PAVEMENT MARKING, GROOVED	154	LF	\$ 8.90	\$ 1370.60
44	24" WHITE POLYUREA PAVEMENT MARKING, GROOVED	282	LF	\$ 53.60	\$ 15,115.20

45	PERMANENT BARRICADE	2	EA	\$ 1341.00	\$ 2682.00
46	PULL BOX, TYPE PB-5	4	EA	\$ 1937.00	\$ 7748.00
47	INSTALL LIGHT POLE (POLE PROVIDED BY CITY, INSTALLED BY CONTRACTOR)	16	EA	\$ 1693.40	\$ 27,094.40
48	1 1/2-INCH CONDUIT IN TRENCH	3,513	LF	\$ 14.80	\$ 51,992.40
49	1 1/2-INCH CONDUIT UNDER ROADWAY	103	LF	\$ 22.10	\$ 2276.30
50	STREET LIGHTING CABLE, NO. 6 BARE	3,616	LF	\$ 2.80	\$ 10,124.80
51	STREET LIGHTING CABLE, NO. 6 USE	7,232	LF	\$ 3.60	\$ 26035.20
52	SPLICE CONDUIT	1	EA	\$ 492.00	\$ 492.00
53	REMOVE PULL BOX	2	EA	\$ 249.50	\$ 499.00
54	SEEDING, TYPE B	5.96	AC	\$ 1453.00	\$ 8659.88
55	SEEDING, TYPE C (FLOODPLAIN MIX)	2.74	AC	\$ 1425.00	\$ 3904.50
56	EROSION CONTROL, CLASS 1D	28,902	SY	\$ 1.60	\$ 46,243.20
57	EROSION CONTROL, CLASS 1E	13,265	SY	\$ 1.90	\$ 25,203.50
58	CURB INLET PROTECTION	18	EA	\$ 312.00	\$ 5616.00
59	FABRIC SILT FENCE ' LOW POROSITY'	5,310	LF	\$ 2.80	\$ 14868.00
TOTAL BID					\$ 1,855,911.88

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of Bid bond of 5%;

Defined Terms

7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: M.E. Collins Contracting Co., INC.
(SEAL)

State of Incorporation: Nebraska
Type (General Business, Professional, Service, Limited Liability): GB

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Michael E. Collins

Title: CEO
(CORPORATE SEAL)

Attest: [Signature]

Date of Qualification to do business in [State where Project is located] is
2 / 1 / 1977 NE

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address PO Box 83

Wahoo, NE 68066

Phone No. 402-443-3663 Fax No. _____

E-mail Chris@mecollinscontracting.com

SUBMITTED on 04/29, 2025.

State Contractor License No. 21303. [If applicable]

9. Consideration of a Resolution for Final Acceptance of NDOR Project No. URB-6763(1), Karol Kay Blvd - City Administrator Butcher

RESOLUTION

FINAL ACCEPTANCE OF PROJECT CONSTRUCTION

City of SEWARD

Resolution No. **2025-16**

Whereas: City of SEWARD (City) and State entered into an LPA Program Agreement for State to assist City in the development and construction of an LPA Federal-aid transportation project;

Whereas: The project construction has been tentatively accepted and the State, on LPA's behalf, has recommended that the project is ready for final acceptance;

Whereas: The LPA Program Agreement requires the city to review and formally approve State's recommendation that the project is ready for final acceptance;

Whereas: City has reviewed the State's recommendation and agrees that the project has been constructed according to the plans, specifications and any change order(s) and that the construction is ready for final acceptance;

Whereas: City believes that the traffic control and permanent signs on the project are appropriate, have been properly placed and are acceptable to the City.

Be It Resolved by the City Council of the City of SEWARD that:

The Mayor, _____, is hereby authorized to sign the bottom of this resolution and submit it to the State signifying the City's final acceptance of the project construction.

The permanent signing and traffic control on the project are appropriate, have been properly placed and are acceptable to City. The City hereby accepts maintenance of the project and agrees to meet all environmental and other commitments related to the project.

NDOR Project Number: URB-6763(1)

NDOR Control Number: 13161

NDOR Project Description: KAROL KAY BLVD, BADER-HILLCREST, SEWARD

Adopted this _____ day of _____, _____ at _____, Nebraska.
(Month) (Year)

The City Council of the City of SEWARD, Nebraska

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

CITY OF SEWARD

_____, MAYOR

Mayor

Attest:

City Clerk Signature

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 6/3/25

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) design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, bids of Worthmann Blvd.
- Water Tower project underway, paint coat issues have led to substantial delays. Painting has resumed.
- 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. Utility billing issues within various systems.
- Check in meeting with Building and Zoning Staff.
- Meeting with DARI project and wastewater teams specifically about wastewater pretreatment.
- Met via telephone with Lori Schriner (SCI) to discuss recent items on the City Council agenda.
- Reviewed proposals from ALLO to review services and needs for City facilities.
- Budget follow up items.
- Met with ALLO for implementing vendor wireless system for Courthouse Square on 4th of July.
- Attended 4th of July Emergency Management Table Top Exercise with numerous other first responder teams.
- Spoke with the County regarding items related to BNSF and our trail project.
- Attended the NPPD Wholesale Customer Meeting in Columbus, NE with Electric Superintendent.
- Budget review meeting with Airport Authority.
- Met with 4th of July Committee regarding items related to trash pickup during the day of the event.
- Conducted a tour off the Seward Wellness Center for one of the Foundational Grant partners of the project.
- Attended the Open House Public Meeting for Congressman Flood.

Police Department

- Congressman Flood's Town Hall
- NDOT 1-80 Construction Update
- 4th of July IAP Tabletop Exercise
- 4th of July Kickoff
- Seward County Safety Action Plan Review

City Clerk/Human Resources/City Hall

- Coordinate with Joel, Jamie, Laurie on Lifeguard & Wellness Center hiring
- Pump Station – Submit for payment to State
- Meet with EPA Contact on May 30th
- Update job descriptions: Public Property Maintenance Worker & Assistant Public Property Director
- Electric Lineman/Journeyman interviews
- Current Public Record Request

Water/Wastewater Department

- Pool chemical additional parts
- GIS internship check-in meeting Tuesday
- Meter replacements
- Descaler tank replacement project
- Sewer jetting

Parks and Rec/Cemetery/Golf/Pool

- Jr. Jays baseball tournament
- Fixing cracks on pool deck, pool opens Wednesday
- Weekly ball field maintenance and chalking for games

- Last week for Cattle Building usage
- Mulch parks & plant flowers

Civic Center

- Carpets being cleaned downstairs
- Punch list walk through
- Arrangements made for art installation
- Sprinkler locate is done

Electric Department

- Gather fire extinguishers and test today
- Pull in wire, terminate wire and set transformer 14th St. Apartments
- Job interviews this week
- Hook up temp drop Ironwood St
- St. lights out HWY 34 and Columbia east to the bridge
- Working on questions from DARI

Street Department

- Hot mix patching all week
- Push up Burn pile
- Pick up barricades
- Mow R.O.W

Library

- Wednesday: Golden Sower Reading Day
- Library Board agenda created and distributed
- Annual weeding of the collection
- Thursday: Magic Show
- Tues and Wed mornings: story times and toddler times

Building Inspection/Planning Department

- Planning Commission – June 9 – 3 TIF's, Kruse Minor Plat and Rezone, Junto tower Special Use Permit, 1&6 Road plan – Staff reports to be completed no later than Wednesday 5-28
- Dari Processing – Civil plan review completed and sent, waiting for permit fee and signed review acknowledgement
- Hughes Brothers – Galvanizing permit and electronic plans submitted, waiting on permit fee and hard copy plans to be dropped off this week
- Café on 6th St – K-2 poured the sidewalk in front of Fast Mart back, no new work on premises has been observed
- GIS – Zoning Map reviews and updates

Engineering - Out of Office

Finance Department

- Payroll
- TIF Payments
- Print Utility Bills
- Continue building budget spreadsheet (salaries)

Seward Wellness Center

- Youth Swim Practice (6:30-8am & 7-9pm)

- Family Swim 1-5pm Mon-Wed
- 3v3 BB league starting Wednesday
- Outdoor pool opens Thursday
- Swim Club Meet on Saturday
- Site Update:
 - Landscaping continues

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

1. Strategy Session with City Attorney Regarding Real Estate Interests at the Seward Rail Campus - City Attorney Hoffschneider

MOTION TO ADJOURN

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